

CLYDE & CO US LLP
200 Campus Drive
Suite 300
Florham Park, N.J. 07932-0950
(973) 210-6700
Attorneys for Plaintiff, Days Inns Worldwide, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DAYS INNS WORLDWIDE, INC., a
Delaware Corporation,

Plaintiff,

v.

JRP HOSPITALITY CORPORATION, an
Alabama Corporation; VIKRAM PATEL, an
individual; DHARMESH PATEL, an
individual; and NATWARBAHI PATEL, an
individual,

Defendants.

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: Civil Action No. 13-

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COMPLAINT

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Plaintiff Days Inns Worldwide, Inc., by its attorneys, Clyde & Co US LLP,
complaining of defendants JRP Hospitality Corporation, Vikram Patel, Dharmesh Patel and
Natwarbahi Patel, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Days Inns Worldwide, Inc. ("DIW") is a corporation organized
and existing under the laws of the State of Delaware, with its principal place of business in
Parsippany, New Jersey.

2. Defendant JRP Hospitality Corporation (“JRP”), on information and belief, is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business at 11691 Highway 25 & I-65, Calera, Alabama 35040.

3. Defendant Vikram Patel (“V. Patel”), on information and belief, is a principal of JRP and a citizen of the State of Alabama, residing at 11691 Highway 25 & I-65, Calera, Alabama 35040.

4. Defendant Dharmesh Patel (“D. Patel”), on information and belief, is a principal of JRP and a citizen of the State of Alabama, residing at 11691 Highway 25 & I-65, Calera, Alabama 35040.

5. Defendant Natwarbahi Patel (“N. Patel”), on information and belief, is a principal of JRP and a citizen of the State of Alabama, residing at 11691 Highway 25 & I-65, Calera, Alabama 35040.

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and all the defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

7. This Court has personal jurisdiction over JRP by virtue of, among other things, section 17.6.3 of the December 16, 2004 license agreement by and between JRP and DIW (the “License Agreement”), described in more detail below, pursuant to which JRP has consented “to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts

situated in Morris County, New Jersey and the United States District Court for the District of New Jersey”

8. This Court has personal jurisdiction over V. Patel, D. Patel and N. Patel by virtue of, among other things, the terms of a guaranty (the “Guaranty”), described in more detail below, pursuant to which V. Patel, D. Patel and N. Patel acknowledged that they were personally bound by section 17 of the License Agreement.

9. Venue is proper in this District pursuant to section 17.6.3 of the License Agreement, inasmuch as that provision contains an express waiver by JRP of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Agreements Between The Parties

10. On or about December 16, 2004, DIW entered into the License Agreement with JRP for the operation of a 44-room guest lodging facility located at 11691 Highway 25 & I-65, Calera, Alabama 35040, designated as Days Inns® Site No. 04944-82657-04 (the “Facility”). A true copy of the License Agreement is attached hereto as Exhibit A.

11. Pursuant to section 5 of the License Agreement, JRP was obligated to operate a Days Inns® guest lodging facility for a fifteen-year term.

12. Pursuant to section 7 and Schedule C of the License Agreement, JRP was required to make certain periodic payments to DIW for royalties, system assessments, taxes, interest, reservation system user fees, and other fees (collectively “Recurring Fees”).

13. Pursuant to section 7.3 of the License Agreement, JRP agreed that interest is payable “on any past due amount payable to [DIW] under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.”

14. Pursuant to section 3.8 of the License Agreement, JRP was required to prepare and submit monthly reports to DIW disclosing, among other things, the amount of gross room revenue earned by JRP at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to DIW.

15. Pursuant to section 3.8 of the License Agreement, JRP agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the License Agreement, JRP agreed to allow DIW to examine, audit, and make copies of the entries in these books, records, and accounts.

16. Pursuant to section 11.2 of the License Agreement, DIW could terminate the License Agreement, with notice to JRP, for various reasons, including JRP's (a) failure to pay any amount due DIW under the License Agreement, (b) failure to remedy any other default of its obligations or warranties under the License Agreement within 30 days after receipt of written notice from DIW specifying one or more defaults under the License Agreement, and/or (c) receipt of two or more notices of default under the License Agreement in any one year period, whether or not the defaults were cured.

17. Pursuant to section 12.1 of the License Agreement, JRP agreed that, in the event of a termination of the License Agreement pursuant to section 11.2, it would pay liquidated damages to DIW in accordance with a formula specified in the License Agreement.

18. Pursuant to section 17.4 of the License Agreement, JRP agreed that the non-prevailing party would “pay all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party to enforce this [License] Agreement or collect amounts owed under this [License] Agreement.”

19. Effective as of the date of the License Agreement, V. Patel, D. Patel and N. Patel provided DIW with a Guaranty of JRP's obligations under the License Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

20. Pursuant to the terms of the Guaranty, V. Patel, D. Patel and N. Patel agreed, among other things, that upon a default under the License Agreement, they would “immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the [License] Agreement.”

21. Pursuant to the terms of the Guaranty, V. Patel, D. Patel and N. Patel agreed to pay the costs, including reasonable attorneys’ fees, incurred by DIW in enforcing its rights or remedies under the Guaranty or the License Agreement.

The Defendants’ Defaults and Termination

22. By letter dated January 23, 2012, a true copy of which is attached hereto as Exhibit C, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$74,158.46 in outstanding Recurring Fees, (b) it had 10 days within

which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

23. By letter dated March 30, 2012, a true copy of which is attached hereto as Exhibit D, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$78,354.41 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

24. By letter dated June 8, 2012, a true copy of which is attached hereto as Exhibit E, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$85,729.00 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

25. By letter dated July 30, 2012, a true copy of which is attached hereto as Exhibit F, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$90,139.06 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

26. By letter dated September 21, 2012, a true copy of which is attached hereto as Exhibit G, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$97,330.89 in outstanding Recurring Fees, (b) it had 10

days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

27. By letter dated January 3, 2013, a true copy of which is attached hereto as Exhibit H, DIW advised JRP that (a) it was in breach of the License Agreement because it owed DIW approximately \$109,482.68 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

28. By letter dated January 22, 2013, a true copy of which is attached as Exhibit I, DIW terminated the License Agreement and advised JRP that it was required to pay to DIW as liquidated damages for premature termination the sum of \$88,000.00 as required under the License Agreement, and all outstanding Recurring Fees through the date of termination.

FIRST COUNT

29. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 28 of the Complaint.

30. Pursuant to sections 3.8 and 4.8 of the License Agreement, JRP agreed to allow DIW to examine, audit, and make copies of JRP's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

31. The calculation of the monetary amounts sought by DIW in this action is based on the gross room revenue information supplied to DIW by JRP and, to the extent there has been non-reporting, DIW's estimate as to the gross room revenue earned by JRP.

32. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from JRP.

WHEREFORE, DIW demands judgment ordering that JRP account to DIW for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility from the inception through the date of termination of the License Agreement.

SECOND COUNT

33. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 32 of the Complaint.

34. On January 22, 2013, DIW terminated the License Agreement due to JRP's failure to cure its monetary defaults under the License Agreement.

35. Section 12.1 of the License Agreement provides that, in the event of termination of the License Agreement due to action of the Licensee, JRP shall pay liquidated damages to DIW within 30 days of termination.

36. As a result of the termination of the License Agreement, JRP is obligated to pay DIW liquidated damages in the amount of \$88,000.00, as calculated pursuant to section 12.1 of the License Agreement.

37. Notwithstanding DIW's demand for payment, JRP has failed to pay DIW the liquidated damages as required in section 12.1 of the License Agreement.

38. DIW has been damaged by JRP's failure to pay liquidated damages.

WHEREFORE, DIW demands judgment against JRP for liquidated damages in the amount of \$88,000.00, together with interest, attorneys' fees, and costs of suit.

THIRD COUNT

39. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 38 of the Complaint.

40. By virtue of the premature termination of the License Agreement, DIW sustained a loss of future revenue over the remainder of the fifteen year term of the License Agreement.

41. If the Court determines that JRP is not liable to pay DIW liquidated damages as required by section 12.1 of the License Agreement then, in the alternative, JRP is liable to DIW for actual damages for the premature termination of the License Agreement.

42. DIW has been damaged by JRP's breach of its obligation to operate a Days Inn® guest lodging facility for the remaining term of the License Agreement.

WHEREFORE, DIW demands judgment against JRP for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

43. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 42 of the Complaint.

44. Pursuant to section 7 and Schedule C of the License Agreement, JRP was obligated to remit Recurring Fees to DIW.

45. Despite its obligation to do so, JRP failed to remit certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$122,525.44.

46. JRP's failure to remit the agreed Recurring Fees constitutes a breach of the License Agreement and has damaged DIW.

WHEREFORE, DIW demands judgment against JRP for the Recurring Fees due and owing under the License Agreement, in the current amount of \$122,525.44, together with interest, attorneys' fees, and costs of suit.

FIFTH COUNT

47. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 46 of the Complaint.

48. At the time of the termination of the License Agreement, JRP was obligated to pay DIW Recurring Fees.

49. Despite its obligation to do so, JRP failed to pay certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$122,525.44.

50. JRP's failure to compensate DIW constitutes unjust enrichment and has damaged DIW.

WHEREFORE, DIW demands judgment against JRP for the Recurring Fees due and owing under the License Agreement, in the current amount of \$122,525.44, together with interest, attorneys' fees, and costs of suit

SIXTH COUNT

51. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 50 of the Complaint.

52. Pursuant to the terms of the Guaranty, V. Patel, D. Patel and N. Patel agreed, among other things, that upon a default under the License Agreement, they would immediately make each payment and perform each obligation required of JRP under the License Agreement.

53. Despite their obligation to do so, V. Patel, D. Patel and N. Patel have failed to make any payments or perform or cause JRP to perform each obligation required under the License Agreement.

54. Pursuant to the Guaranty, V. Patel, D. Patel and N. Patel are liable to DIW for JRP's liquidated damages in the amount of \$88,000.00, or actual damages in an amount to be determined at trial, and JRP's Recurring Fees due and owing under the License Agreement, in the current amount of \$122,525.44.

WHEREFORE, DIW demands judgment against V. Patel, D. Patel and N. Patel for damages in the amount of all liquidated damages or actual damages and Recurring Fees due and owing under the License Agreement, together with interest, attorneys' fees, and costs of suit.

CLYDE & CO US LLP
Attorneys for Plaintiff
Days Inns Worldwide, Inc.

By: 
BRYAN P. COUCH

Dated:

10/4/13

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

CLYDE & CO US LLP
Attorneys for Plaintiff
Days Inns Worldwide, Inc.

By:  _____

BRYAN P. COUCH

Dated:

10/4/13

EXHIBIT A

Location: Calera, AL
Entity No: 82657
Unit No.: 4944

**DAYS INNS WORLDWIDE, INC.
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated 12/16 ~~12/17~~, 2004, is between DAYS INNS WORLDWIDE, INC., a Delaware corporation ("we", "our", or "us"), and **JRP HOSPITALITY CORPORATION**, an Alabama corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction involves the transfer of an existing Chain Facility at the Location first granted to **Par Varti, LLC** an Alabama limited liability company, ("Prior Licensee"), in a License Agreement with us dated **September 6, 2002** (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Licensee under the Prior Agreement that is not paid or performed as of the date of this Agreement, including without limitation, the obligation to pay any unpaid Royalties, System Assessment Fees, Basic Service Charges, or other amounts due us and to correct any uncured defaults other than as expressly superseded by this Agreement. You acknowledge that you must pay a retraining fee to us for updating the Facility's property management information system.

1. License. We have the exclusive right to license and franchise to you the distinctive "Days Inn" System for providing transient guest lodging services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. You will call the Facility a "**Days Inn.**" You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

2. Days Inns Licensee Advisory Association. You will be eligible to participate in the Days Inn Licensee Advisory Association, a Delaware corporation that is the organization of Days Inn System licensees, in accordance with the Bylaws and Certificate of Incorporation of the Association, as amended, so long as you are not in default under this Agreement.

3. Your Improvement and Operating Obligations. Your obligations to improve, operate and maintain the Facility are:

3.1 Improvements. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 400 points within ninety (90) days after the Effective Date and 425 points (or equivalent scores under a successor quality assurance scoring system we employ), within nine months after the Effective Date. All improvements will comply with System Standards, any Approved Plans,

Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer quality assurance inspection standard, or complete the post-transfer improvements specified in the Punch List after the Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

3.2 Improvement Plans. You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 Opening. You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation.

3.4 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 Training. You, or a person with executive authority if you are an entity, and the Facility's general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for licensees or general managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging,

meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1. You will direct the Facility staff to attend on-site opening training in connection with the opening of the Facility and reimburse us for our expenses for the training as discussed in Section 4.1.3.

3.6 Marketing. You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

3.6.1 You may participate in any regional marketing, training or management alliance or cooperative of Chain licensees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you don't participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.6.2 The Facility must participate in our Chain-wide Internet marketing activities like other marketing programs. You will discontinue any Internet marketing that conflicts, in our reasonable discretion, with Chain-wide Internet marketing activities. You must honor the terms of any participation agreement you sign for Internet marketing. You shall pay when due any fees, commissions, charges and reimbursements relating to Internet marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis, provided that the activities carry aggregate fees per transaction of not more than the sum of the full agent commission specified on Schedule C for sales agents, plus 10% of the Chain's reported average daily rate for the preceding calendar year. We may suspend the Facility's participation in Internet marketing activity if you default under this Agreement.

3.7 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

3.8 Financial Books & Records; Audits.

3.8.1 The Facility's transactions must be timely and accurately recorded in accounting books and

records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.8.2 We may notify you of a date on which we propose to audit the Facility's books and records. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements relating to the Facility for the applicable accounting periods we require under this Agreement and System Standards. If our auditors must return to your location after the first date we confirm for the audit because you violate this Section 3.8.2 or refuse to cooperate with the reasonable requests of our auditors, you must pay us the Audit Fee under Section 4.8 when invoiced. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.8.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.8.2 within 30 days after the date of the initial audit, (ii) you cancel 2 or more previously scheduled audits, (iii) you refuse to admit our auditors for an audit during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.8, an "Accounting Procedure Notice." You must also pay any deficiency in Recurring Fees or other charges we identify and invoice as a result of the audit. The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year.

3.9 Inspections. You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the inspector performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our inspector, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any

reinspection fee specified in System Standards Manuals (which is \$750 on the Effective Date and will not exceed \$2,500) plus the reasonable travel, lodging and meal costs our inspector incurs for a reinspection. We may also conduct paper and electronic customer satisfaction surveys of your guests and include the results in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys.

3.10 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Days Inns Worldwide, Inc., Cendant Hotel Group, Inc. and Cendant Corporation, their successors and assigns as additional insureds.

3.11 Conferences. You (or your representative with executive authority if you are an entity) will attend each annual Chain conference and pay the Conference Fee we set for the Chain licensees, if and when we determine to hold an annual Chain conference. Mandatory recurrent training for licensees and managers described in Section 4.1.3 may be held at a conference. The Fee will be the same for all Chain Facilities that we license in the United States. You will receive reasonable notice of a Chain conference.

3.12 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 Good Will. You will use reasonable efforts to protect, maintain and promote the name "Days Inn" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners.

3.14 Facility Modifications. You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.15 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

3.16 Minor Renovations. Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 60 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three years after the date of a prior Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged at least 425 points and the most recent quality assurance inspection score for the Facility was at least 400 points (or equivalent scores under a successor quality assurance scoring system we employ), when the Facility is otherwise eligible for a Minor Renovation.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We will offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager and owner orientation training, on-site opening training, remedial training and supplemental training.

4.1.1 General Manager Orientation Training. We will offer at a location in the United States we designate a general manager orientation training program. The program will not exceed two weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after he/she assumes the position or 90 days after the Opening Date, whichever occurs first. If we do not offer a place in general manager orientation within that time frame, your general manager must attend the next program held at which we offer a place. Any replacement general manager must complete general manager orientation within 90 days after he/she assumes the position or the next program available, whichever comes later. Your general manager for the Facility must complete general manager orientation even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition of \$995 for your first general manager if you open the Facility with our approval and your general manager completes general manager orientation within the time period established under this Agreement. You must pay the tuition then in effect as disclosed in our latest Uniform Franchise Offering Circular ("UFOC"), but not more than \$3,000, if you do not meet these deadlines. For any supplemental or replacement general manager, you must pay the tuition in effect for the program when your manager attends the program. You must also pay for your manager's travel, lodging, meals, incidental expenses, compensation and benefits.

4.1.2 Owner Orientation Training. We will offer an owner orientation training program to familiarize you with the System, the Chain, and our services. If this is your first System license, you (or a person with executive authority if you are an entity) must attend owner orientation preferably before, but not later than 60 days prior to the Opening Date. If we do not offer owner orientation training within this time period, you must attend the next program offered. Financial institutions and real estate mortgage investment conduits are exempt from the obligation to attend owner orientation, but may choose to do so at their option. Owner orientation will be no longer

than five days. We charge you tuition of \$825 if you open the Facility with our approval and attend owner orientation within the time periods established under this Agreement. If you do not open the Facility and attend orientation by such deadlines, you must pay the tuition then in effect for this program as disclosed in our latest UFOC, but not more than \$3,000. You must also pay your travel, lodging, meal and incidental expenses.

4.1.3 On-Site Opening Training. We will provide at the Facility or another agreed location, and your staff must attend, on-site opening training (at our discretion as to length and scheduling) to assist you in opening the Facility. There is currently no charge for the initial training program. You will pay the cost of any site used if the Facility is not available and the rent for any equipment we need. You must provide lodging for our trainers at your expense. You must also pay, at our request, the reasonable travel, meal and out-of-pocket expenses incurred by our trainers for on-site opening training.

4.1.4 DaySkills Certification. Each general manager must successfully complete the DaySkills (or successor) certification program on an annual basis. This program is accessible on-line via the System Intranet. Licensees also must complete DaySkills before the Opening Date.

4.1.5 Remedial Training. We may require you, your general manager and/or your staff to participate in on-site remedial training if the Facility fails multiple quality assurance inspections and/or experiences significant complaints to our guest services department, as a condition to avoiding termination or to resumption of reservation service. You must pay the tuition in effect for this program when it is offered to you, and you must provide lodging for our trainers. As of March 31, 2003, tuition for remedial on-site training is \$450 per day, which must be paid before the training commences. We may increase the tuition charge in the future. The length of the remedial training could be up to five days, depending on the severity of the quality assurance and/or customer service issues.

4.1.6 Supplemental Training. We may offer other mandatory or optional training programs for reasonable tuition or without charge. This training could be held in our U.S. training center or other locations. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this training. This training may be held in conjunction with a Chain Lodging conference. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

4.1.7 Cancellation Fees. We will charge you a cancellation fee of 50% of the tuition for a program if you cancel your participation less than 15 days before it is scheduled to be held. If you fail to attend a training program as scheduled without notifying us in advance, your cancellation fee will be 100% of the tuition for the program. These fees are non-refundable and you will also be charged the full tuition in effect for the program when you reschedule your training.

4.2 Reservation System. We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Basic Service Charge for the acquisition, development, support, equipping, maintenance, improvement and operation of the

Reservation System. We will provide software maintenance for the software we license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us or our affiliate. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer callers to our general consumer toll free reservation telephone number in the United States the opportunity to make reservations for other lodging chains.

4.3 Marketing.

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of Chain publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System licensees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We will publish the Chain Directory. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We may assess you a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 **Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your

obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain licensees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

4.7 System Standards Manual and Other Publications. We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain licensees and all separate policy statements in effect from time to time.

4.8 Inspections and Audits. We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.9. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. Term. The Term begins on the Effective Date and expires at the end of the fifteenth License Year. Some of your duties and obligations will survive termination or expiration of this Agreement. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. Application and Initial Fees. We have received from you a non-refundable Application Fee of One Thousand Dollars (\$1,000.00). You will pay us a non-refundable Initial Fee in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00), as follows: (i) you will pay us FIFTEEN THOUSAND DOLLARS (\$15,000.00) when you sign this Agreement; (ii) you will execute and deliver the attached Initial Fee Note in the amount of FIVE THOUSAND AND DOLLARS (\$5,000.00) which shall be due May 15, 2005 pursuant to the initial fee note.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) ten days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five percent (5.0%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 "System Assessment Fees," including a "Basic Service Charge" as set forth in Schedule C for

advertising, marketing, training, the Reservation System and other related services and programs, and the specific additional charges and fees referred to in Schedule C or Section 4.2 of this Agreement as "Additional Charges," accrues from the Opening Date until the end of the Term, including during reservation suspension periods. We will allocate at least 39% of the Basic Service Charge to advertising, marketing and related services and programs. We reserve the right to increase or modify the System Assessment Fees for all Chain Facilities, and to add other fees and charges for new services, at our sole discretion as to amount or formula, from time to time, but with at least 30 days prior written notice and after consultation with the Days Inns Franchisee Advisory Association Board of Directors, by substituting a new Schedule C or otherwise, to reflect changes in the fully allocated costs of providing marketing and reservation services, and to add, drop or modify the types of services we offer. You will also pay or reimburse us for travel and other agent commissions paid for certain reservations at the Facility and a "GDS Fee" levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for this service. We, or our affiliates, may charge Facilities using the System outside the United States using a different formula.

7.2 You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new licensee for the Facility.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee

to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Public Offerings and Registered Securities.** You may engage in the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$15,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a licensee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new license applicant, pay the Application and Relicense Fees then in effect, sign the form of License Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We may require structural changes to the Facility if it no longer meets System Standards for entering conversion facilities, or in the alternative, condition our approval of the Transfer on one or more of the following: limit the transferee's term to the balance of your Term, add a right to terminate without cause exercisable by either party after a period of time has elapsed, or allow you to terminate the License when you sell the Facility and pay us Liquidated Damages under Section 12.1 at the same rate as you would pay if the termination occurred before the Opening Date. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the License Agreement form then offered prospective licensees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will

provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 Default. In addition to the matters identified in Sections 3.1 and 3.8, you will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed. In the case of quality assurance default, if you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection, you may cure the default within 90 days after the failing inspection. We may terminate the License if you do not perform that improvement agreement.

11.2 Termination. We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Days Inn", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or License Agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended stay or transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.4 **Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Basic Service Charges accrue during the suspension period. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Service Interruption Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval may be withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 **Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 Generally. If we terminate the License under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and Basic Service Charges during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and Basic Service Charges since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 30 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 Condemnation Payments. In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and Basic Service Charges for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but you must pay the fees set forth in Section 7 when due until Condemnation is completed.

13. Your Duties At and After Termination. When the License or this Agreement terminates for any reason whatsoever:

13.1 System Usage Ceases. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility.

13.2 Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Revenues accruing while the Facility is identified as a "Days Inn", including Basic Service Charges for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third

parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 Advance Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 Survival of Certain Provisions. Sections 3.8 (as to audits, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of the License and this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the License Application (or after our review of your

initial submissions) before or within 30 days after you sign this Agreement. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory described in Section 17.8. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to

your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

15.6 The Internet. You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark without our consent. You will assign to us any such identification at our request without compensation or consideration. You must make available through the Reservation System and the Chain website all rates you offer to the general public via Internet marketing arrangements with third parties. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and

schedules of your employees.

16.2 Joint Status. If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 Notices. Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, or (iii) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party (x) at its address stated below or as it may otherwise designate by notice, or (y) by such other means as to result in actual or constructive receipt by the person or office holder designated below. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

DAYS INNS WORLDWIDE, INC.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278

Attention: Vice President-Franchise Administration;

Fax No. (973) 496-5359

Your name: JRP HOSPITALITY CORPORATION,

Your address: 616 Decatur Highway, Fultondale, AL 35068,

Attention: Dharmesh Patel;

Your fax No.: 205 849 0111.

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses,

including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 Miscellaneous. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 Choice of Law; Venue; Dispute Resolution.

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE LICENSOR, THE LICENSEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17.7 Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

17.7.1 You received our Uniform Franchise Offering Circular ("UFOC") for prospective licensees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

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17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

17.8 Protected Territory. We will not own, operate, lease, manage, or license any party but you to operate a Chain Facility in the "Protected Territory", defined below, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its license with us terminates or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. By electing to include this section in your Agreement, you irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means an area within a circle created by a five (5) mile radius whose centerpoint is the front door of the Facility.

18. Special Stipulations. The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. These are personal to you and are not transferable or assignable except to a Permitted Transferee.

18.1 Your Additional Termination Right. You may terminate the License without cause or penalty effective only on the 7th anniversary of the Effective Date provided you give us at least six (6) months prior written notice of termination and you are not in default under this Agreement at the time notice must be given or at the effective date of termination. You will pay no Liquidated Damages if you satisfy the conditions of the preceding sentence and you perform the post



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termination obligations specified in this Agreement within 10 days after the effective date of termination. Your rights under this Section will automatically terminate without notice if and as of the date (i) a Termination occurs, (ii) you fail to cure any default under this Agreement within the time permitted, if any, in the notice of default we send you, or (iii) after the Facility satisfies the Improvement Obligation, the Facility scores less than 425 (or its then equivalent) on a quality assurance inspection and then fails to achieve a score of at least 425 (or its then equivalent) in a reinspection to be performed no sooner than 30 days after the initial inspection. You will not exercise this right if the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment unless you first obtain SBA's consent.

18.2 Our Additional Termination Right. We may terminate the License without cause or penalty effective only on the 7th anniversary of the Effective Date provided we give you at least six (6) months prior written notice of termination. You will perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. You will pay no Liquidated Damages if we terminate the License under this Section and you perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. We will not exercise this right if you notify us that the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment unless we first obtain SBA's consent.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

WE:
DAYS INNS WORLDWIDE, INC.:

By: _____

Richard M. Saltzman
Vice President
Franchise Administration

Attest: _____

Assistant Secretary

YOU, as licensee:
JRP HOSPITALITY CORPORATION

By: _____

Print Name: SHARMEEN PATEL
(Vice) President

Attest: _____

Kristin Mitchell
12-24-04

APPENDIX A

DEFINITIONS

Agreement means this License Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their licensees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Days Inn facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Entry Charge means the fee you are to pay for gaining access to the Reservation System when you sign this Agreement and on the first and second anniversaries of the Effective Date under Section 6.2.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.1.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means:

(i) *If the Opening Date occurs on the first day of a month:* the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or

(ii) *If the Opening Date does not occur on the first day of a month:* the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at **11691 hwy 25 & I-65, Calera, AL 35040**, as more fully described in Schedule A.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual (\$20.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Days Inn" and other marks (U.S. Reg. Nos.: 1,160,430; 1,160,431; 1,420,612; 1,469,518; and 1,003,834) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.16.

Minor Renovation Ceiling Amount means \$3,000.00 per guest room.

Minor Renovation Notice means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.16.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, Basic Service Charges, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

System Assessment Fees means the fees you pay to us under Section 7 and Schedule C for reservation services, including the Basic Service Charge and any other fees we charge for services provided by or through the Reservation System.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7(a). "Royalties" means the aggregate of all amounts owed as a Royalty.

Service Interruption Fee means the fee you pay us when we suspend Central Reservation System service because you default under this Agreement, in the amount specified in Schedule C.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Operating Policies Manual, the Planning and Design Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as licensee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Days Inns Worldwide, Inc., a Delaware corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

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 Shelby Only Judge of Probate, AL
 12/29/2004 08:05:00 FILED/CERTIFIED

EXHIBIT A

Legal Description

Lot in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West, described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West; thence run West along the North line of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ a distance of 287.58 feet to the Southeast right of way line of existing Highway 25; thence turn an angle of $36^{\circ}13'$ to the left and run along the Southeast right of way line of existing Highway 25, a distance of 281.35 feet to the West right of way line of a proposed State Highway County Road relocation; thence turn an angle of $61^{\circ}42'$ to the left and run along the West line of said proposed State Highway County Road relocation a distance of 221.00 feet to the point of beginning; thence continue in the same direction along the West line of said proposed State Highway County Road relocation a distance of 389.60 feet to the point of intersection of the West line of said proposed State Highway County Road relocation with the Northeast right of way line of State Highway Project 1-202-2(7), and the North right of way line of the proposed relocation of State Highway 25; thence turn an angle of $120^{\circ}54'$ to the right and run along the Northeast right of way line of State Highway Project No. 1-202-2(7), a distance of 107.37 feet; thence turn an angle of $41^{\circ}50'$ to the right and continue along said right of way line a distance of 233.81 feet; thence turn an angle of $10^{\circ}50'$ to the right and run along said right of way line a distance of 81.15 feet; thence turn an angle of $86^{\circ}22'$ to the right and run a distance of 173.15 feet to the point of beginning.

Situated in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama; being situated in Shelby County, Alabama.

SCHEDULE B

PART I: YOUR OWNERS:

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>
Vikram Patel	50.00%	Common Stock- President
Dharmesh Patel	35.00%	Common Stock- Vice President
Natwarbhai Patel	15.00%	Common Stock

PART II: THE FACILITY:

Primary designation of Facility: Days Inn

Number of approved guest rooms: 44.

Parking facilities (number of spaces, description): 44.

Other amenities, services and facilities:

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List to be attached.]

04944 CO DAY

Days Inns Worldwide, Inc.
Punchlist for Change of Ownership
"Schedule B Part III"
11/09/2004

Page: 1 of 5



Tier: Inn

OWNER APPLICANT		ROOM DIMENSIONS - EXISTING		GUESTROOMS	
Property Name:	Days Inn #04944	# of Rms 24	11.3 (width) x 21 (length) = 237.30 sq. ft.	TOTAL ROOMS:	44
Property Address:	11691 Hwy 25 & I-65	# of Rms 10	12 (width) x 22 (length) = 264.00 sq. ft.	RENTABLE:	43
City:	Calera St AL Zip: 35040	# of Rms 4	12 (width) x 27 (length) = 324.00 sq. ft.	Storage	1
Conversion Consultant:	Robby Witcher	# of Rms 6	17 (width) x 20 (length) = 340.00 sq. ft.		
Owner/Applicant:	Dharmesh Patel	# of Rms	(width) x (length) =		
Phone:	205-668-0560	# of Rms	(width) x (length) =		
Franchise Retention	Van Jernigan		(width) x (length) =		
Phone:	(404) 229-6588				

ROOM DIMENSION STANDARD: 288 SF

PROPERTY CONDITION SUMMARY

This Level "C" property consist of two buildings. The 18-year old Main Building is single-story, double-loaded, exterior corridor and includes lobby, vending room and indoor pool. The 8-year old Annex Building is two-story, single-loaded, exterior corridor and includes 24 guestrooms. The buildings are constructed of wood with a pitched roof and stucco facade. Renovations will be required on the building exteriors, public areas and guestrooms to comply with System Standards. Landscaping upgrades will be required to enhance the property's curb appeal. At the time of inspection the lobby (150 SF) and 34 guestrooms (237 SF-264 SF) did not meet System Standards and are subject to Brand approval. The leased restaurant is open 7 days a week for 3 meal periods. The property is located off of I-65 (exit #228) 30 miles south of Birmingham. Competition includes Best Western. The market consists of leisure (50%) and commercial (50%) clientele.

PUBLIC AREA DIMENSIONS - EXISTING		STANDARD	PUBLIC AREA DIMENSIONS - EXISTING		STANDARD
Lobby	10 (width) x 15 (length) = 150.00 sq. ft.	800 SF	(width) x (length) =	(width) x (length) =	sq. ft.
Restaurant	26 (width) x 44 (length) = 1144.0 sq. ft.	N/A	(width) x (length) =	(width) x (length) =	sq. ft.
	(width) x (length) =	sq. ft.	(width) x (length) =	(width) x (length) =	sq. ft.

BRAND VARIANCES

* The existing entrance lights are acceptable in lieu of the required floor lamp.

ONLY THE FRANCHISOR MAY REVISE THIS PUNCHLIST. PUNCHLIST VOID 180 DAYS AFTER INSPECTION DATE UNLESS FRANCHISE OR LICENSE AGREEMENT BECOMES EFFECTIVE.

This Punchlist identifies actions needed to cause the Facility to meet the Franchisor's standards. You are solely responsible for compliance of the Facility with applicable federal, state and local laws, codes, ordinances and regulations. You have been provided a Punchlist Reference Guide to assist in compliance with punchlist completion and Brand Standards.

This Punchlist was based on a random sample inspection of the Facility on the date specified. You may need to take additional actions to meet our Standards, or comply with law, or at our discretion if we modify our Standards or the condition of the Facility changes materially after the inspection date.

The Franchise Review Committee may in its discretion revise this Punchlist as a condition of approving your application.

You should not consider this Punchlist to be final until we sign the License or Franchise Agreement.

Signed:

Print Name:

Date: 12/17/04

Dharmesh Patel
Dharmesh Patel

Produced using ACI software, 800.234.8721 www.aciweb.com

Quality Assurance

Initials: *[Signature]* Initials: *[Signature]*

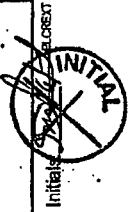
04944 CO DAY

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EXTERIOR			For Office Use Only
COMPLETION DATE	SCOPE OF WORK		
120 days from new license agreement	Replace damaged panel on "Exit" sign. Paint signage stanchion(s) per System Standards. Paint cans on "Entrance" & "Exit" signs.		
180 days from new license agreement	Paint building exteriors (doors, service doors, trim, railings, stairwells and backside of Annex building). Contact the Design and Development Department at (973) 496-2525 for recommended color schemes.		
30 days from new license agreement	Pressure wash stucco facade.		
180 days from new license agreement	Pressure wash and clean PTAC grills. Professionally clean and paint walkways and steps.		
180 days from new license agreement	Hot patch, reseal and stripe parking lot. Resurface badly cracked and damaged areas.		
180 days from new license agreement	Install additional landscape beds concentrating around monument sign (per sample FP-3), stairwells (per sample IS-3), lobby entrance (per sample OP-3) and along fence on back side of property (per sample ST-3).		
180 days from new license agreement	Rework existing landscape beds concentrating along street frontage. Install potted plants in pool area. Eliminate overgrowth from back side of 2-story building and around Dumpster enclosure.		

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Quality Assurance

Initials 

PUBLIC AREAS			For Office Use Only
COMPLETION DATE	SCOPE OF WORK		
Immediate compliance	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.		
Immediate compliance	Provide a property management system per System Standards.		
Immediate compliance	Property manager is required to be TripRewards certified and property must fully comply with all TripRewards requirements.		
Immediate compliance	If the restaurant discontinues serving breakfast a Day Break continental breakfast area will be required per System Standards.		
90 days from new license agreement	All owners/general managers are required to attend all Brand orientation/training.		
Immediate compliance	Ensure property is in compliance with all items outlined in the Standards of Operation and Design Manual for Days Inn to include but not be limited to current market collateral, staff uniforms, guest convenience and amenity items, guestroom amenities and supplies and so on.		
120 days from new license agreement	Replace chairs in lobby.		
30 days from new license agreement	Replace floor lamp in lobby. Removal is acceptable.		
120 days from new license agreement	Deep clean tile grout in lobby.		
30 days from new license agreement	Paint PTAC cover in lobby.		
120 days from new license agreement	Recommend the installation of a new window dressing in lobby, draperies with sheers, blinds with a fabric upholstered cornice, valances, etc. to enhance lobby decor.		
30 days from new license agreement	Replace pool furniture.		
30 days from new license agreement	Paint walls in indoor pool.		
30 days from new license agreement	Professionally clean and repair soffits in indoor pool.		
30 days from new license agreement	Deep clean floor tiles.		
30 days from new license agreement	Replace light covers in indoor pool.		
30 days from new license agreement	Replace life rings in indoor pool.		
120 days from new license agreement	Install "FT" and Depth markings on both horizontal and vertical coping of the swimming pool.		
120 days from new license agreement	Install/apply vending area wallcovering.		
120 days from new license agreement	Re-texture and paint ceiling in vending area.		
120 days from new license agreement	Deep clean floor tiles in vending area.		

04944 CO DAY

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FOOD AND BEVERAGE

COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Immediate compliance	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.	
Immediate compliance	Ensure the food and beverage facilities are in compliance with all state, city and local codes.	
120 days from new license agreement	Replace existing public restroom flooring to include hallway in restaurant.	
120 days from new license agreement	Paint public restroom walls in restaurant public restrooms. Replace ceiling tiles in restaurant public restrooms to eliminate any that are mismatched. Ensure all replacements match existing tiles in style, color and texture. If replacements do not match total replacement will be required.	
120 days from new license agreement	Remove toilet seat/lid unit(s) in restaurant public restrooms. A toilet seat only is required in public facilities; lids are not acceptable.	
120 days from new license agreement	Replace plumbing fixtures in restaurant public restrooms. Provide sink stoppers where missing in restaurant public restrooms. Provide/replace Hot & Cold faucet indicators where missing in restaurant public restrooms.	

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Quality Assurance

 Initials: 

04944 CO DAY

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GUESTROOMS

ROOMS INSPECTED 19, 21, 29, 50, 42, 38, 35, 30, 12, 30.		SCOPE OF WORK		For Office Use Only
COMPLETION DATE				
Immediate compliance	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.			
Immediate compliance	Provide hairdryers, AM/FM alarm clock radios and all required supplies. A minimum of 50% of guestrooms must be designated as "non-smoking". All major network channels are required.			
30 days from new license agreement	Replace secondary locks.			
120 days from new license agreement	There is 1 room (#30) on site that is closed. A total renovation of all FF&E in this room is required to meet System Standards.			
120 days from new license agreement	Paint textured guestroom walls where scuffed as in rooms #21, #50, #30 and #12.			
30 days from new license agreement	Professionally clean carpet. If carpet grades a "C/Moderate" on any future Quality Assurance evaluation, carpet must be replaced.			
120 days from new license agreement	Replace tables where stained as in room #35.			
120 days from new license agreement	Replace leisure chairs where worn or scuffed as in rooms #19 and #38.			
120 days from new license agreement	Replace entrance lights where tarnished as in rooms #21, #29, #42 and #30.			
120 days from new license agreement	Replace PTAC grills where damaged as in room #42.			
120 days from new license agreement	Replace draperies.			
120 days from new license agreement	Replace clothes racks where tarnished as in rooms #50, #42 and #35.			
120 days from new license agreement	Replace vanities/sinks where burned, worn or damaged as in rooms #19, #35, #30 and #12.			
120 days from new license agreement	Re-paint textured vanity fronts where scuffed as in rooms #21 and #38.			
120 days from new license agreement	Replace plumbing fixtures/trim (sinks and tubs) where tarnished or corroded (faucets, drains rings, etc.) as in rooms #21, #50, #38 and #30.			
120 days from new license agreement	Provide sink/tub stoppers where missing as in rooms #29, #21 and #50.			
120 days from new license agreement	Re-glaze/refinish tubs where burned or discolored as in rooms #21, #42, #35 and #30.			
120 days from new license agreement	Replace toilet seat/lid units where damaged as in room #21.			
120 days from new license agreement	Install/apply bath wallcovering where missing as in rooms #19, #21 and #30. Flat painted walls are not acceptable.			
120 days from new license agreement	Paint textured bath walls where scuffed as in rooms #50 and #42.			

Produced using ACI software, 800-224-8727 www.aciweb.com

Quality Assurance

Initials:

DAYS INNS WORLDWIDE, INC.

SCHEDULE C

August 2004

A. System Assessment Fees

The System Assessment Fee includes the Basic Service Charge equal to 3.8% of Gross Room Revenues. We reserve the right to increase or modify the Basic Service Charge and any Additional Charges for all Chain Facilities in the United States and to add other fees and charges for new services, at our sole discretion as to amount or formula from time to time but with at least 30 days prior written notice and after consultation with the Board of Directors of the Days Inns Franchisee Advisory Association, and to add, drop or modify the types of services offered.

B. Mandatory Marketing Program Charge

We charge a Mandatory Marketing Program Charge for your participation in the TripRewards® or successor guest loyalty program. Under TripRewards, program members staying at qualifying rates at Chain Facilities earn their choice of TripRewards points, airline miles or other program currency. TripRewards points are redeemable for free stays at Chain Facilities and for travel, merchandise, entertainment and other awards. The Mandatory Marketing Program Charge is up to 5% of the Gross Room Revenues accruing from each qualifying stay at the Facility. We will proactively match and award members with points or other program currency they earn on qualified stays even if they do not present their TripRewards membership card upon check-in. You will be billed monthly in arrears for qualifying stays by program members during the preceding month.

C. GDS and Internet Booking Fees

We will charge you under our Central Commission Payment Program either a GDS Fee or an Internet Booking Fee for reservations processed through the global distribution systems ("GDS"), including any operated by an affiliate, or the Internet for your Facility. The GDS Fee described in Section 7 is \$4.50 per reservation processed through any GDS or through any Internet website powered by a GDS. Internet-originated reservations carry fees of \$3.50 per reservation booked through sources other than GDS powered websites or our Chain website. GDS and Internet-originated reservations may also carry a commission if the originator qualifies. If a guest cancels a GDS or Internet-originated reservation using the same source as was used to originate the reservation, you will not be charged the applicable fee.

D. Additional Reservation System Charges

Agency and other commissions are typically 10% of the Gross Room Revenues generated by each reservation booked by an agency or other qualifying originator. We may raise the agency commission to up to 15% of Gross Room Revenues from time to time for certain Chain-wide promotions upon 20 days advance written notice. Such increases will apply only to reservations booked after we announce the increased commission unless we specify otherwise. The general sales agent commission (also known as the international sales office commission) is 15% of the

Gross Room Revenues generated by each reservation originated in an area served by a general sales agent/international sales office and includes the agency commission.

We may assess you for additional fees or commissions charged us by distribution channels, travel intermediaries and retailers or for performing other services. By accepting reservations from the GDS, Internet, travel agencies and other intermediaries, you agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to them on your behalf.

If we suspend Central Reservation System service because of your default under this Agreement, then you must pay us a Service Interruption Fee of \$200 before we restore service.

You must (i) make available through the Central Reservation System and the Chain website room rates equivalent to those offered to the general public by third parties that you authorize to offer and sell reservations for the Facility's guest rooms and (ii) participate in the Chain's Best Available Rate Guarantee Program according to its published requirements. Beginning May 1, 2004 if a guest finds a lower publicly available rate on the Internet than the "Best Available Rate" you offer through the Chain website or the Central Reservation System for the same date and accommodations and the guest meets all Program requirements, you must provide the first room night to the guest without a room charge. You may collect standard incidental fees, charges and taxes. We will also charge you a Processing Fee of \$25 to reimburse us for our administrative charges of handling the complaint.

We will offer you the opportunity to participate in certain Internet distribution channel marketing and reservation activity with third parties including our affiliates. Under one type of arrangement, you will offer rooms for sale through an electronic distribution channel on which you will be paid a net, non-commissionable rate if and when the rooms are sold by the distribution channel at its marked-up rate. For providing and managing this activity we may receive commissions from the Internet distribution channels based upon the mark-up or room rates that they receive for renting your rooms. The net rate you receive, not the mark-up retained by the channel, should be included in Gross Room Revenues. We will allocate these commissions to Royalties and Basic Service Charges in equal proportions. Under another type of arrangement, you will offer rooms for sale through an electronic distribution channel at your best commissionable rate. The distribution channel will not mark-up these rates but will charge you a commission of up to 15% on consumed room nights.

The "property to property" incentive sales commission is 5% of the Gross Room Revenues generated from each reservation originated by another Chain Facility through the Central Reservation System. You will receive an incentive commission equal to 5% of the Gross Room Revenues generated by a reservation originated through the Facility's Reservation System terminal. We may establish rules and procedures for this program in the Manuals. Your incentive commissions are payable monthly in arrears. We may use your incentive commission payments to offset amounts you owe us for Recurring Fees and other charges, or owe our Affiliates for other fees and charges.

We or an affiliate may charge you a commission of up to 10% of the Gross Room Revenues

generated from consumed reservations booked by members of affinity groups and organizations participating in our Member Benefits sales program. We or our affiliate usually pays a portion of this commission to the affinity group or organization in exchange for promoting the Member Benefits program to its members.

E. Guest Services Assessment

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. If you do not respond to any complaint within 7 business days after we refer it to you and the guest contacts us again to seek resolution, we will charge you a "Guest Services Assessment" of \$75.00, plus the costs we incur to settle the matter with the guest. In addition, if the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish with the approval of the Board of Directors of the Days Inn Franchise Advisory Association, Inc., we will charge you a "Processing Fee" of \$25.00 for each additional complaint we receive during that year, regardless of whether you are able to resolve it to the guest's satisfaction. We may change or eliminate the Guest Services Assessment, the Processing Fee, the Annual Facility Allotment and/or the time for responding to or resolving a guest complaint on a Chain-wide basis at any time upon 30 days advance notice, with the approval of the Board. The Guest Services Assessment and the Processing Fee are intended only to reimburse us for the costs of complaint handling and are not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

EXHIBIT B

GUARANTY

To induce Days Inns Worldwide, Inc., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue and Dispute Resolution, and WAIVER OF JURY TRIAL, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:

Nela Patel

X Kristin Mitchell 12-24-04

X Im Patel

GUARANTORS:

Vm Patel
Vikram Patel

Dharmesh Patel
Dharmesh Patel

Natwarbahi Patel
Natwarbahi Patel

EXHIBIT C

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

January 23, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

RE: NOTICE OF MONETARY DEFAULT RELATING TO DAYS® UNIT #4944-82657-4 LOCATED IN Calera, AL (THE "FACILITY")

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004 between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of January 20, 2012 your account is past due in the amount of **\$74,158.46**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 10 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM


HOTEL GROUP



Mr. Dharmesh Patel
January 23, 2012
Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,


Suzanne Fenimore
Director
Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Dianna Bayas
Valerie Capers Workman

Report Date : 20-JAN-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 20-JAN-2012
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	203.38	698.88
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	418.38	1495.55
				Sub Total	1572.67	0.00	621.76	2194.43
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	23.70	83.70

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10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	23.70	83.70
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	38.46	135.91
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	216.21	760.83
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	141.03	496.22
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	470.05	1654.01
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	49.22	173.96
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	63.98	225.98

Sub Total

2566.72	21.24	1026.35	3614.31
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OCT-2009		WYNREWARDS 5%	
21116898	22-OCT-09	131.09	0.00
41172711	31-OCT-09	576.79	0.00
41170506	31-OCT-09	1253.89	0.00
41171707	31-OCT-09	376.17	0.00
41157918	31-OCT-09	115.50	9.24
41158668	31-OCT-09	150.00	12.00

Sub Total

2603.44	21.24	997.37	3622.05
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NOV-2009		WYNREWARDS 5%	
21119799	22-NOV-09	94.96	0.00
41190281	30-NOV-09	150.00	12.00
41189149	30-NOV-09	115.50	9.24
41207190	30-NOV-09	265.96	0.00
41208067	30-NOV-09	407.81	0.00
41205695	30-NOV-09	886.53	0.00

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	30.20	116.95
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	78.96	305.65
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	121.06	468.65
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	58.35	225.58
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	43.48	168.22
					755.63	0.00	263.20	1018.83
				Sub Total	1920.76	21.24	712.09	2654.09
<hr/>								
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41254522	31-JAN-10	5096A-SOFTHOTEL		82.04	0.00	27.46	109.50
	41255951	31-JAN-10	5715A-HughesNet		115.50	9.24	41.74	166.48
	41273717	31-JAN-10	Actual-1800A-RE		160.00	12.80	57.89	230.69
	41273641	31-JAN-10	Actual-1210A-MA		355.01	0.00	125.42	480.43
	41271973	31-JAN-10	Actual-1000A-RO		231.53	0.00	81.78	313.31
				Sub Total	771.76	0.00	272.62	1044.38
					1687.00	21.63	595.25	2303.88
<hr/>								
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41283602	28-FEB-10	5096A-SOFTHOTEL		140.41	0.00	44.94	185.35
	41310237	28-FEB-10	Actual-1000A-RO		121.28	9.70	41.81	172.79
	41282725	28-FEB-10	5715A-HughesNet		993.37	0.00	335.74	1329.11
	41313577	28-FEB-10	Actual-1210A-MA		160.00	12.80	55.22	228.02
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	100.72	398.73
				Sub Total	456.95	0.00	154.41	611.36
					1715.84	22.04	606.91	2344.79
<hr/>								
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
				Sub Total	2170.02	22.50	732.84	2925.36
					112.94	0.00	34.35	147.29

Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	297.68	1225.40
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	39.84	170.82
	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	89.28	367.59
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	136.86	563.61
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	52.62	225.42
			Sub Total		2027.00	22.50	650.63	2700.13
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	15.28	65.28
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	38.01	169.67
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	115.17	492.56
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	75.06	321.18
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	49.95	222.75
	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	37.82	168.80
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	250.42	1070.83
			Sub Total		1906.86	22.50	581.71	2511.07
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	20.74	92.56
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	25.61	119.07
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	35.85	166.83
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	112.11	521.57
	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	47.35	220.15
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	243.69	1133.81
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	73.13	340.17
			Sub Total		2013.18	22.50	558.48	2594.16

JUN-2010	30448551	04-JUN-10	OTA Credit	(77.20)	0.00	0.00	(77.20)
	10468863	17-JUN-10	GUEST SATISFACT	31.39	0.00	8.14	39.53
	21139156	22-JUN-10	WYNREWARDS 5%	223.76	0.00	57.88	281.64
	30454758	25-JUN-10	G/S TRANSACTION	100.00	0.00	25.85	125.85
	41451244	30-JUN-10	Actual-1800A-RE	511.75	0.00	132.42	644.17

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	86.36	420.11
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	287.90	1400.41
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	33.82	164.80
	41433504	30-JUN-10	5715A-HughesNet		160.00	12.80	44.67	217.47
			Sub Total		2517.24	22.50	677.04	3216.78
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	14.74	71.74
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	41.36	201.36
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	28.59	146.27
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	95.13	487.76
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	62.02	318.08
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	31.80	162.78
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	42.00	214.80
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	206.73	1060.27
			Sub Total		2118.19	22.50	522.37	2663.06

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%		194.62	0.00	44.40	239.02
	41512288	31-AUG-10	Actual-1210A-MA		237.42	0.00	54.16	291.58
	41493273	31-AUG-10	5715A-HughesNet		160.00	12.80	39.40	212.20
	41490063	31-AUG-10	5096A-SOFTHOTEL		121.28	9.70	29.83	160.81
	41511965	31-AUG-10	Actual-1000A-RO		791.41	0.00	180.58	971.99
	41513149	31-AUG-10	Actual-1800A-RE		364.05	0.00	83.04	447.09

Sub Total	1868.78	22.50	431.41	2322.69
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%		180.98	0.00	38.47	219.45
	41540258	30-SEP-10	Actual-1800A-RE		482.89	0.00	102.52	585.41
	41537879	30-SEP-10	Actual-1000A-RO		1049.76	0.00	222.98	1272.74
	41529842	30-SEP-10	5715A-HughesNet		160.00	12.80	36.73	209.53
	41529825	30-SEP-10	5096A-SOFTHOTEL		121.28	9.70	27.81	158.79
	41538872	30-SEP-10	Actual-1210A-MA		314.93	0.00	66.87	381.80

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%		519.35	0.00	102.57	621.92
	41562831	31-OCT-10	5715A-HughesNet		160.00	12.80	34.13	206.93
	41576244	31-OCT-10	Actual-1000A-RO		1350.87	0.00	266.79	1617.66

Sub Total	2309.84	22.50	495.38	2827.72
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41575919	31-OCT-10	Actual-1210A-MA	405.26	0.00	80.03	485.29
41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	122.71	744.11
41563038	31-OCT-10	5096A-SOFTHOTEL	121.28	9.70	25.84	156.82
		Sub Total	3178.16	22.50	632.07	3832.73
NOV-2010	21154909	WYNREWARDS 5%	191.33	0.00	34.85	226.18
	41606274	Actual-1210A-MA	249.44	0.00	45.41	294.85
	41586615	5715A-HughesNet	160.00	12.80	31.45	204.25
	41586063	5096A-SOFTHOTEL	121.28	9.70	23.81	154.79
	41608709	Actual-1000A-RO	831.48	0.00	151.33	982.81
	41606325	Actual-1800A-RE	382.48	0.00	69.63	452.11
		Sub Total	1936.01	22.50	356.48	2314.99

DEC-2010	10515603	GUEST SATISFACT	62.70	0.00	11.40	74.10
	10515601	GUEST SRVCS TRA	160.00	0.00	29.12	189.12
	21155500	WYNREWARDS 5%	93.31	0.00	15.56	108.87
	41644229	Actual-1000A-RO	467.54	0.00	77.85	545.39
	41642272	Actual-1210A-MA	140.26	0.00	23.31	163.57
	41643857	Actual-1800A-RE	215.07	0.00	35.80	250.87
	41622775	5096A-SOFTHOTEL	121.28	9.70	21.79	152.77
	41625402	5715A-HughesNet	160.00	12.80	28.77	201.57

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%		117.04	0.00	19.19	136.23
	41659470	31-JAN-11	5096A-SOFTHOTEL		121.28	9.70	20.87	151.85
	41658460	31-JAN-11	5715A-HughesNet		160.00	12.80	27.56	200.36
	41671828	31-JAN-11	Actual-1800A-RE		222.35	0.00	35.51	257.86
	41674005	31-JAN-11	Actual-1210A-MA		145.01	0.00	23.16	168.17
	41672571	31-JAN-11	Actual-1000A-RO		483.37	0.00	77.08	560.45
			Sub Total		1420.16	22.50	243.60	1686.26
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FEB-2011	10523143	09-FEB-11	GUEST SATISFACT		35.00	0.00	5.43	40.43
	10523141	09-FEB-11	GUEST SRVCS TRA		160.00	0.00	24.80	184.80
	30541674	14-FEB-11	SUMMIT 2011 FEE		599.00	0.00	91.35	690.35
	21161416	22-FEB-11	WYNREWARDS 5%		62.40	0.00	9.30	71.70
	41710920	28-FEB-11	Actual-1210A-MA		150.30	0.00	21.85	172.15
	41712905	28-FEB-11	Actual-1000A-RO		500.99	0.00	72.90	573.89
	41693486	28-FEB-11	5096A-SOFTHOTEL		127.34	10.19	19.99	157.52
	41693528	28-FEB-11	5715A-HughesNet		160.00	12.80	25.14	197.94
	41711430	28-FEB-11	Actual-1800A-RE		230.45	0.00	33.53	263.98
			Sub Total		1249.05	22.50	203.37	1474.92
<hr/>								
MAR-2011	10528838	17-MAR-11	GUEST SATISFACT		25.00	0.00	3.45	28.45
	10528774	17-MAR-11	GUEST SRVCS TRA		160.00	0.00	21.92	181.92
	21164662	22-MAR-11	WYNREWARDS 5%		72.40	0.00	9.74	82.14
	41735781	31-MAR-11	Actual-1000A-RO		793.18	0.00	103.35	896.53
	41726583	31-MAR-11	5715A-HughesNet		160.00	12.80	22.47	195.27
	41724826	31-MAR-11	5096A-SOFTHOTEL		127.34	10.19	17.86	155.39
	41736362	31-MAR-11	Actual-1800A-RE		364.86	0.00	47.55	412.41
	41734698	31-MAR-11	Actual-1210A-MA		237.95	0.00	31.02	268.97
			Sub Total		2025.48	22.99	304.29	2352.76

Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT					
	21168096	22-APR-11	WYNREWARDS 5%					
	41755957	30-APR-11	5096A-SOFTHOTEL					
	41756456	30-APR-11	5715A-HughesNet					
	41772706	30-APR-11	Actual1-1800A-RE					
	41775292	30-APR-11	Actual1-1000A-RO					
	41773473	30-APR-11	Actual1-1210A-MA					
				Sub Total	1940.73	22.99	257.36	2221.08
					(79.76)	0.00	0.00	(79.76)
					157.24	0.00	18.73	175.97
					127.34	10.19	15.80	153.33
					160.00	12.80	19.87	192.67
					540.88	0.00	62.10	602.98
					1175.82	0.00	135.07	1310.89
					352.75	0.00	40.52	393.27
				Sub Total	2434.27	22.99	292.09	2749.35
MAY-2011	30575052	05-MAY-11	2010 CONF CREDIT		(21.00)	0.00	0.00	(21.00)
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	10.95	116.37
	41805265	31-MAY-11	Actual1-1800A-RE		856.09	0.00	85.18	941.27
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	13.67	151.20
	41807084	31-MAY-11	Actual1-1000A-RO		1861.08	0.00	185.20	2046.28
	41804019	31-MAY-11	Actual1-1210A-MA		558.32	0.00	55.53	613.85
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	17.20	190.00
				Sub Total	3599.05	22.99	367.73	3989.77
JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	10.22	125.65
	1218569	27-JUN-11	GDS & INTERNET		81.30	0.00	6.99	88.29

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TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	2.39	30.24
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	1.10	13.88
TA0218569	27-JUN-11	T/A COMMISSIONS	70.06	0.00	6.04	76.10
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	32.99	416.95
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	11.61	149.14
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	71.71	906.40
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	21.51	271.92

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	14.60	187.40
			Sub Total		2063.82	22.99	179.16	2265.97
JUL-2011	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	2.13	30.13
	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	0.45	6.30
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	0.45	6.40
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	12.40	172.40
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	5.06	70.06
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	13.95	203.77
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	9.48	147.01
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	18.67	288.40
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	62.21	961.32
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	28.60	442.19
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	11.92	184.72

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Sub Total		2284.41	22.99	165.32	2472.72
=====					
AUG-2011	21181009	22-AUG-11	WYNREWARDS 5%		
	TR0231666	27-AUG-11	TMC / CONSORTIA	12.31	224.58
	TM0231666	27-AUG-11	MEMBER BENEFIT	0.24	4.56
	1231666	27-AUG-11	GDS & INTERNET	2.07	39.17
	TA0231666	27-AUG-11	T/A COMMISSIONS	1.26	24.06
	41898166	31-AUG-11	Actual-1000A-RO	4.54	86.20
	41899214	31-AUG-11	Actual-1210A-MA	36.59	720.70
	41900578	31-AUG-11	Actual-1800A-RE	10.98	216.21
	41881181	31-AUG-11	5096A-SOFTHOTEL	16.84	331.53
	41882822	31-AUG-11	5715A-HughesNet	7.35	144.88
				9.25	182.05
=====					
Sub Total		1849.52	22.99	101.43	1973.94
=====					
SEP-2011	30617194	13-SEP-11	2012 ALLIANCE D	0.00	396.00

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	30622435	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	2.31	52.31
	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	4.53	111.22
	30628323	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	0.00	999.00
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	0.19	5.14
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	6.65	179.45
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	21.08	568.70
	41927326	30-SEP-11	Actual-1800A-RE		251.91	0.00	9.70	261.61
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	6.32	170.61

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41913504	30-SEP-11	5096A-SOFTHOTEL	127.34	10.19	5.29	142.82
		Sub Total	2807.80	22.99	56.07	2886.86
OCT-2011						
10573905	13-OCT-11	GUEST SRVCS TRA	160.00	0.00	5.12	165.12
10573904	13-OCT-11	GUEST SATISFACT	45.00	0.00	1.45	46.45
21185062	22-OCT-11	WYNREWARDS 5%	63.81	0.00	1.76	65.57
TA0245550	27-OCT-11	T/A COMMISSIONS	9.50	0.00	0.24	9.74
41963350	31-OCT-11	Accrual-1210A-M	186.15	0.00	4.29	190.44
41938336	31-OCT-11	5096A-SOFTHOTEL	127.34	10.19	3.16	140.69
41937039	31-OCT-11	5715A-HughesNet	160.00	12.80	3.98	176.78
41964372	31-OCT-11	Accrual-1800A-R	285.43	0.00	6.56	291.99
41962085	31-OCT-11	Accrual-1000A-R	620.50	0.00	14.27	634.77
		Sub Total	1657.73	22.99	40.83	1721.55

NOV-2011	21188925	22-NOV-11	WYNREWARDS 5%	48.48	0.00	0.58	49.06
	41989389	30-NOV-11	Accrual-1210A-M	259.34	0.00	2.07	261.41
	41987793	30-NOV-11	Accrual-1800A-R	397.65	0.00	3.18	400.83
	41970396	30-NOV-11	5715A-HughesNet	160.00	12.80	1.38	174.18
	41988022	30-NOV-11	Accrual-1000A-R	864.45	0.00	6.92	871.37
	41972452	30-NOV-11	5096A-SOFTHOTEL	127.34	10.19	1.10	138.63
		Sub Total	1857.26	22.99	15.23	1895.48	

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Report Date : 20-JAN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date : 20-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
DEC-2011	21190799	22-DEC-11	WYNREWARDS 5%		27.06	0.00	0.00	27.06
	42026685	31-DEC-11	Accrual-1000A-R *		845.55	0.00	0.00	845.55
	42026893	31-DEC-11	Accrual-1210A-M *		253.67	0.00	0.00	253.67
	42009518	31-DEC-11	5096A-SOFTHOTEL		127.34	10.19	0.00	137.53
	42025943	31-DEC-11	Accrual-1800A-R *		388.95	0.00	0.00	388.95
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	0.00	172.80
			Sub Total		1802.57	22.99	0.00	1825.56
			Grand Total		61103.56	630.28	12424.62	74158.46

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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UPS CampusShip: Shipment Receipt

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Shipment Receipt

Transaction Date: 23 Jan 2012 Tracking Number: 1Z22445X0296227607

1 Address Information

Ship To:	Ship From:	Return Address:
Jrp Hospitality Corp.	Wyndham Hotel Group - 22 Sylvan	Wyndham Hotel Group - 22 Sylvan
Dharmesh Patel	Elena Danishevsky	Elena Danishevsky
Days Inn	22 Sylvan Way	22 Sylvan Way
11691 Hwy 25 I-65	Parsippany NJ 07054	Parsippany NJ 07054
CALERA AL 350405078	Telephone:973-753-7236	Telephone:973-753-7236
Telephone:(205) 668-0560		

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-5072

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Wednesday, Jan 25, 2012
Shipping Fees Subtotal:	17.61 USD
Transportation	13.65 USD
Fuel Surcharge	1.96 USD
Delivery Area Surcharge	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	17.61 USD
Negotiated Total:	7.80 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT D

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

March 30, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4944-82657-4 LOCATED IN CALERA, AL (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004 between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on January 23, 2012, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 10 days from the date of this letter to cure your default. Please be advised that as of March 27, 2012 your account is now past due in the amount of **\$78,354.41**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM

HOTEL GROUP



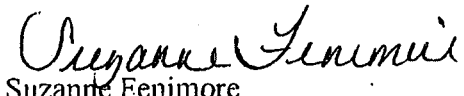
Mr. Dharmesh Patel

March 30, 2012

Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 27-MAR-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 27-MAR-2012
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	218.24	713.74
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	442.71	1519.88
			Sub Total		1572.67	0.00	660.95	2233.62
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	25.50	85.50

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10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	25.50	85.50
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	41.38	138.83
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	232.55	777.17
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	151.69	506.88
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	505.57	1689.53
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	52.96	177.70
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	68.84	230.84
		Sub Total	2566.72	21.24	1103.99	3691.95
OCT-2009	21116898	WYNREWARDS 5%	131.09	0.00	53.76	184.85
	41172711	Actual-1800A-RE	576.79	0.00	236.47	813.26
	41170506	Actual-1000A-RO	1253.89	0.00	514.17	1768.06
	41171707	Actual-1210A-MA	376.17	0.00	154.20	530.37
	41157918	5096A-SOFTHOTEL	115.50	9.24	51.09	175.83
	41158668	5066A-DIRECWAY	150.00	12.00	66.41	228.41
		Sub Total	2603.44	21.24	1076.10	3700.78
NOV-2009	21119799	WYNREWARDS 5%	94.96	0.00	37.40	132.36
	41190281	5066A-DIRECWAY	150.00	12.00	63.90	225.90
	41189149	5096A-SOFTHOTEL	115.50	9.24	49.16	173.90
	41207190	Actual-1210A-MA	265.96	0.00	105.66	371.62
	41208067	Actual-1800A-RE	407.81	0.00	162.03	569.84
	41205695	Actual-1000A-RO	886.53	0.00	352.19	1238.72

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	32.80	119.55
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	85.76	312.45
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	131.49	479.08
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	63.36	230.59
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	47.22	171.96
					755.63	0.00	285.87	1041.50
				Sub Total	1920.76	21.24	770.34	2712.34
<hr/>								
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41273717	31-JAN-10	Actual-1800A-RE		82.04	0.00	29.92	111.96
	41273641	31-JAN-10	Actual-1210A-MA		355.01	0.00	136.07	491.08
	41255951	31-JAN-10	5715A-HughesNet		231.53	0.00	88.73	320.26
	41254522	31-JAN-10	5096A-SOFTHOTEL		160.00	12.80	63.08	235.88
	41271973	31-JAN-10	Actual-1000A-RO		115.50	9.24	45.48	170.22
					771.76	0.00	295.77	1067.53
				Sub Total	1687.00	21.63	646.50	2355.13
<hr/>								
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41313577	28-FEB-10	Actual-1210A-MA		140.41	0.00	49.16	189.57
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	109.66	407.67
	41282725	28-FEB-10	5715A-HughesNet		456.95	0.00	168.12	625.07
	41283602	28-FEB-10	5096A-SOFTHOTEL		160.00	12.80	60.41	233.21
	41310237	28-FEB-10	Actual-1000A-RO		121.28	9.70	45.74	176.72
					993.37	0.00	365.54	1358.91
				Sub Total	2170.02	22.50	798.63	2991.15
<hr/>								
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
					112.94	0.00	37.74	150.68

Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	97.63	375.94
	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	325.51	1253.23
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	57.81	230.61
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	149.66	576.41
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	43.77	174.75
Sub Total					2027.00	22.50	712.12	2761.62
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	16.79	66.79
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	41.96	173.62
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	55.14	227.94
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	82.44	328.56
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	126.49	503.88
APR-2010	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	41.75	172.73
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	275.04	1095.45
Sub Total					1906.86	22.50	639.61	2568.97
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	22.89	94.71
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	28.42	121.88
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	270.40	1160.52
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	39.78	170.76
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	124.40	533.86
MAY-2010	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	52.54	225.34
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	81.14	348.18
Sub Total					2013.18	22.50	619.57	2655.25

JUN-2010	30448551	04-JUN-10	OTA Credit	(77.20)	0.00	0.00	(77.20)
	10468863	17-JUN-10	GUEST SATISFACT	31.39	0.00	9.09	40.48
	21139156	22-JUN-10	WYNREWARDS 5%	223.76	0.00	64.59	288.35
	30454758	25-JUN-10	G/S TRANSACTION	100.00	0.00	28.85	128.85
	41433504	30-JUN-10	5715A-HughesNet	160.00	12.80	49.86	222.66

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	321.27	1433.78
	41451244	30-JUN-10	Actual-1800A-RE		511.75	0.00	147.77	659.52
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	96.37	430.12
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	37.75	168.73
			Sub Total		2517.24	22.50	755.55	3295.29
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	16.45	73.45
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	46.16	206.16
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	32.12	149.80
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	232.34	1085.88
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	106.91	499.54
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	69.70	325.76
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	35.73	166.71
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	47.19	219.99
			Sub Total		2118.19	22.50	586.60	2727.29

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%		194.62	0.00	50.24	244.86
	41490063	31-AUG-10	5096A-SOFTHOTEL		121.28	9.70	33.76	164.74
	41511965	31-AUG-10	Actual-1000A-RO		791.41	0.00	204.33	995.74
	41512288	31-AUG-10	Actual-1210A-MA		237.42	0.00	61.28	298.70
	41513149	31-AUG-10	Actual-1800A-RE		364.05	0.00	93.96	458.01
	41493273	31-AUG-10	5715A-HughesNet		160.00	12.80	44.59	217.39
			Sub Total		1868.78	22.50	488.16	2379.44

SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%		180.98	0.00	43.90	224.88
	41540258	30-SEP-10	Actual-1800A-RE		482.89	0.00	117.00	599.89
	41537879	30-SEP-10	Actual-1000A-RO		1049.76	0.00	254.47	1304.23
	41529829	30-SEP-10	5096A-SOFTHOTEL		121.28	9.70	31.74	162.72
	41529842	30-SEP-10	5715A-HughesNet		160.00	12.80	41.92	214.72
	41538872	30-SEP-10	Actual-1210A-MA		314.93	0.00	76.32	391.25

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%		519.35	0.00	118.15	637.50
	41575919	31-OCT-10	Actual-1210A-MA		405.26	0.00	92.19	497.45
	41576244	31-OCT-10	Actual-1000A-RO		1350.87	0.00	307.32	1658.19
			Sub Total		2309.84	22.50	565.35	2897.69

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41562831	31-OCT-10	5715A-HughesNet	160.00	12.80	39.32	212.12
41563038	31-OCT-10	5096A-SOFTHOTEL	121.28	9.70	29.77	160.75
41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	141.35	762.75
Sub Total			3178.16	22.50	728.10	3928.76
=====						
NOV-2010	21154909	WYNREWARDS 5%	191.33	0.00	40.59	231.92
	41586063	5096A-SOFTHOTEL	121.28	9.70	27.74	158.72
	41586615	5715A-HughesNet	160.00	12.80	36.64	209.44
	41606325	Actual-1800A-RE	382.48	0.00	81.11	463.59
	41608709	Actual-1000A-RO	831.48	0.00	176.28	1007.76
	41606274	Actual-1210A-MA	249.44	0.00	52.90	302.34

Sub Total			1936.01	22.50	415.26	2373.77
=====						

DEC-2010	10515601	GUEST SRVCS TRA	160.00	0.00	33.92	193.92
	10515603	GUEST SATISFACT	62.70	0.00	13.28	75.98
	21155500	WYNREWARDS 5%	93.31	0.00	18.36	111.67
	41644229	Actual-1000A-RO	467.54	0.00	91.88	559.42
	41625402	5715A-HughesNet	160.00	12.80	33.96	206.76
	41622775	5096A-SOFTHOTEL	121.28	9.70	25.72	156.70
	41643857	Actual-1800A-RE	215.07	0.00	42.25	257.32
	41642272	Actual-1210A-MA	140.26	0.00	27.51	167.77

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%		1420.16	22.50	286.88	1729.54
	41671828	31-JAN-11	Actual-1800A-RE		222.35	0.00	22.70	139.74
	41674005	31-JAN-11	Actual-1210A-MA		145.01	0.00	42.18	264.53
	41659470	31-JAN-11	5096A-SOFTHOTEL		121.28	9.70	27.51	172.52
	41672571	31-JAN-11	Actual-1000A-RO		483.37	0.00	24.80	155.78
	41658460	31-JAN-11	5715A-HughesNet		160.00	12.80	91.58	574.95
				Sub Total			32.75	205.55
=====								
FEB-2011	10523143	09-FEB-11	GUEST SATISFACT		35.00	0.00	6.48	41.48
	10523141	09-FEB-11	GUEST SRVCS TRA		160.00	0.00	29.60	189.60
	30541674	14-FEB-11	SUMMIT 2011 FEE		599.00	0.00	109.32	708.32
	21161416	22-FEB-11	WYNREWARDS 5%		62.40	0.00	11.17	73.57
	41693486	28-FEB-11	5096A-SOFTHOTEL		127.34	10.19	24.11	161.64
	41693528	28-FEB-11	5715A-HughesNet		160.00	12.80	30.33	203.13
	41711430	28-FEB-11	Actual-1800A-RE		230.45	0.00	40.44	270.89
	41710920	28-FEB-11	Actual-1210A-MA		150.30	0.00	26.36	176.66
	41712905	28-FEB-11	Actual-1000A-RO		500.99	0.00	87.93	588.92
				Sub Total				
					1249.05	22.50	241.52	1513.07
=====								
MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA		160.00	0.00	26.72	186.72
	10528838	17-MAR-11	GUEST SATISFACT		25.00	0.00	4.20	29.20
	21164662	22-MAR-11	WYNREWARDS 5%		72.40	0.00	11.91	84.31
	41734698	31-MAR-11	Actual-1210A-MA		237.95	0.00	38.16	276.11
	41724826	31-MAR-11	5096A-SOFTHOTEL		127.34	10.19	21.98	159.51
	41736362	31-MAR-11	Actual-1800A-RE		364.86	0.00	58.50	423.36
	41735781	31-MAR-11	Actual-1000A-RO		793.18	0.00	127.14	920.32
	41726583	31-MAR-11	5715A-HughesNet		160.00	12.80	27.66	200.46
				Sub Total				
					2025.48	22.99	365.74	2414.21
=====								

Page 7 of 12

Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT		(79.76)	0.00	0.00	(79.76)
	21168096	22-APR-11	WYNREWARDS 5%		157.24	0.00	23.45	180.69
	41772706	30-APR-11	Actual-1800A-RE		540.88	0.00	78.32	619.20
	41755957	30-APR-11	5096A-SOFTHOTEL		127.34	10.19	19.92	157.45
	41756456	30-APR-11	5715A-HughesNet		160.00	12.80	25.06	197.86
	41775292	30-APR-11	Actual-1000A-RO		1175.82	0.00	170.35	1346.17
	41773473	30-APR-11	Actual-1210A-MA		352.75	0.00	51.10	403.85
				Sub Total	1940.73	22.99	316.27	2279.99
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	14.11	119.53
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	17.79	155.32
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	22.39	195.19
	41807084	31-MAY-11	Actual-1000A-RO		1861.08	0.00	241.04	2102.12
	41805265	31-MAY-11	Actual-1800A-RE		856.09	0.00	110.86	966.95
	41804019	31-MAY-11	Actual-1210A-MA		558.32	0.00	72.28	630.60
				Sub Total	2434.27	22.99	368.20	2825.46
<hr/>								
JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	13.68	129.11
	TA0218569	27-JUN-11	T/A COMMISSIONS		70.06	0.00	8.15	78.21

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1218569	27-JUN-11	GDS & INTERNET	81.30	0.00	9.43	90.73
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	1.49	14.27
TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	3.22	31.07
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	29.02	279.43
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	15.73	153.26
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	96.75	931.44
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	44.51	428.47

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	19.79	192.59
			Sub Total		2063.82	22.99	241.77	2328.58
JUL-2011	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	0.62	6.47
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	2.97	30.97
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	0.63	6.58
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	17.20	177.20
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	7.01	72.01
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	19.64	209.46
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	17.11	189.91
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	41.01	454.60
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	26.76	296.49
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	89.19	988.30
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	13.60	151.13

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Sub Total		2284.41	22.99	235.74	2543.14
=====					
AUG-2011	21181009	22-AUG-11			
	TA0231666	27-AUG-11			
	TR0231666	27-AUG-11			
	TM0231666	27-AUG-11			
	1231666	27-AUG-11			
	41899214	31-AUG-11			
	41882822	31-AUG-11			
	41900578	31-AUG-11			
	41898166	31-AUG-11			
	41881181	31-AUG-11			
Sub Total		212.27	0.00	18.68	230.95
		81.66	0.00	6.99	88.65
		4.32	0.00	0.37	4.69
		37.10	0.00	3.19	40.29
		22.80	0.00	1.94	24.74
		205.23	0.00	17.14	222.37
		160.00	12.80	14.44	187.24
		314.69	0.00	26.28	340.97
		684.11	0.00	57.11	741.22
		127.34	10.19	11.47	149.00
Sub Total		1849.52	22.99	157.61	2030.12
=====					

SEP-2011	30622435	15-SEP-11			
		ONLINE LRNG LIB	50.00	3.82	53.82

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	7.73	114.42
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	0.34	5.29
	41927326	30-SEP-11	Actual-1800A-RE		251.91	0.00	17.25	269.16
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	11.25	175.54
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	11.84	184.64
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	37.51	585.13
	41913504	30-SEP-11	5096A-SOFTHOTEL		127.34	10.19	9.41	146.94

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		Sub Total							
		1412.80		22.99		99.15		1534.94	
OCT-2011	10573904	13-OCT-11	GUEST SATISFACT		0.00	2.80	47.80		
	10573905	13-OCT-11	GUEST SRVCS TRA		0.00	9.92	169.92		
	21185062	22-OCT-11	WYNREWARDS 5%		0.00	3.68	67.49		
	TA0245550	27-OCT-11	T/A COMMISSIONS		0.00	0.53	10.03		
	41937039	31-OCT-11	5715A-HughesNet		12.80	9.17	181.97		
	41938336	31-OCT-11	5096A-SOFTHOTEL		10.19	7.28	144.81		
	41964372	31-OCT-11	Actual-1800A-RE		0.00	14.92	293.47		
	41962085	31-OCT-11	Actual-1000A-RO		0.00	32.44	637.99		
	41963350	31-OCT-11	Actual-1210A-MA		0.00	9.74	191.40		
			Sub Total		22.99	90.48	1744.88		

NOV-2011	21188925	22-NOV-11	WYNREWARDS 5%		0.00	2.03	50.51		
	41988022	30-NOV-11	Actual-1000A-RO		0.00	32.62	889.42		
	41989389	30-NOV-11	Actual-1210A-MA		0.00	9.78	266.82		
	41987793	30-NOV-11	Actual-1800A-RE		0.00	15.00	409.13		
	41972452	30-NOV-11	5096A-SOFTHOTEL		10.19	5.22	142.75		
	41970396	30-NOV-11	5715A-HughesNet		12.80	6.57	179.37		
			Sub Total		22.99	71.22	1938.00		

DEC-2011	21190799	22-DEC-11	WYNREWARDS 5%		0.00	0.73	27.79		
	42009518	31-DEC-11	5096A-SOFTHOTEL		10.19	3.09	140.62		

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Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 'I-65, CALERA, AL, 35040-5078, US
As of Date: 27-MAR-2012

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42026893	31-DEC-11	Actual-1210A-WA		252.33	0.00	5.68	258.01
	42026685	31-DEC-11	Actual-1000A-RO		841.10	0.00	18.93	860.03
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	8.71	395.62
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	3.89	176.69
			Sub Total		1794.74	22.99	41.03	1858.76
JAN-2012	21194952	22-JAN-12	WYNREWARDS 5%		24.25	0.00	0.28	24.53
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	0.96	138.54
	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	1.21	174.01
	42055663	31-JAN-12	Accrual-1800A-R	*	367.63	0.00	2.57	370.20
	42054393	31-JAN-12	Accrual-1210A-M	*	239.76	0.00	1.68	241.44
	42053109	31-JAN-12	Accrual-1000A-R	*	799.20	0.00	5.59	804.79
			Sub Total		1718.23	22.99	12.29	1753.51
FEB-2012	21197657	22-FEB-12	WYNREWARDS 5%		25.20	0.00	0.00	25.20
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	0.00	172.80
	42085622	29-FEB-12	Accrual-1800A-R	*	452.34	0.00	0.00	452.34
	42086150	29-FEB-12	Accrual-1000A-R	*	983.35	0.00	0.00	983.35
	42085877	29-FEB-12	Accrual-1210A-M	*	295.01	0.00	0.00	295.01
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	0.00	144.41
			Sub Total		2049.61	23.50	0.00	2073.11
MAR-2012	21200308	22-MAR-12	WYNREWARDS 5%		16.61	0.00	0.00	16.61
			Sub Total		16.61	0.00	0.00	16.61

Page 11 of 12

Report Date : 27-MAR-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-MAR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Grand Total		63445.39	676.77	14232.25	78354.41

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 30 Mar 2012

Tracking Number:

1Z22445X0291500543

1 Address Information

Ship To: Jrp Hospitality Corp. Dharmesh Patel Days Inn 11691 Hwy 25 I-65 CALERA AL 350405078 Telephone:(205) 668-0560	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
--	---	--

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Apr 3, 2012
Shipping Fees Subtotal:	17.68 USD
Transportation	13.65 USD
Fuel Surcharge	2.03 USD
Delivery Area Surcharge	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	17.68 USD
Negotiated Total:	7.80 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

June 8, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4944-82657-4 LOCATED IN CALERA, AL (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004 between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on January 23, 2012 and March 30, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 10 days from the date of this letter to cure your default. Please be advised that as of June 6, 2012 your account is now past due in the amount of \$85,729.00. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM

HOTEL GROUP



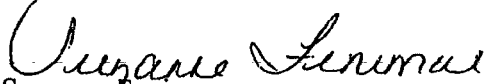
Mr. Dharmesh Patel

June 8, 2012

Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 06-JUN-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 06-JUN-2012
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 06-JUN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	233.35	728.85
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	467.45	1544.62
			Sub Total		1572.67	0.00	700.80	2273.47
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	27.33	87.33

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10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	27.33	87.33
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	44.35	141.80
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	249.16	793.78
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	162.53	517.72
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	541.68	1725.64
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	56.76	181.50
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	73.78	235.78
Sub Total			2566.72	21.24	1182.92	3770.88

OCT-2009	21116898	22-OCT-09	WYNREWARDS 5%	131.09	0.00	57.76	188.85
	41172711	31-OCT-09	Actual-1800A-RE	576.79	0.00	254.06	830.85
	41170506	31-OCT-09	Actual-1000A-RO	1253.89	0.00	552.42	1806.31
	41171707	31-OCT-09	Actual-1210A-MA	376.17	0.00	165.67	541.84
	41157918	31-OCT-09	5096A-SOFTHOTEL	115.50	9.24	54.89	179.63
	41158668	31-OCT-09	5066A-DIRECWAY	150.00	12.00	71.35	233.35
Sub Total			2603.44	21.24	1156.15	3780.83	

NOV-2009	21119799	22-NOV-09	WYNREWARDS 5%	94.96	0.00	40.29	135.25
	41190281	30-NOV-09	5066A-DIRECWAY	150.00	12.00	68.84	230.84
	41189149	30-NOV-09	5096A-SOFTHOTEL	115.50	9.24	52.96	177.70
	41207190	30-NOV-09	Actual-1210A-MA	265.96	0.00	113.77	379.73
	41208067	30-NOV-09	Actual-1800A-RE	407.81	0.00	174.47	582.28
	41205695	30-NOV-09	Actual-1000A-RO	886.53	0.00	379.23	1265.76

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Report Date : 06-JUN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%	Sub Total	1920.76	21.24	829.56	2771.56
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	35.44	122.19
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	92.67	319.36
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	142.09	489.68
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	68.46	235.69
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	51.02	175.76
					755.63	0.00	308.91	1064.54
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%	Sub Total	1687.00	21.63	698.59	2407.22
	41254522	31-JAN-10	5096A-SOFTHOTEL		82.04	0.00	32.42	114.46
	41273641	31-JAN-10	Actual-1210A-MA		115.50	9.24	49.28	174.02
	41271973	31-JAN-10	Actual-1000A-RO		231.53	0.00	95.79	327.32
	41273717	31-JAN-10	Actual-1800A-RE		771.76	0.00	319.31	1091.07
	41255951	31-JAN-10	5715A-HughesNet		355.01	0.00	146.90	501.91
					160.00	12.80	68.35	241.15
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%	Sub Total	1715.84	22.04	712.05	2449.93
	41313418	28-FEB-10	Actual-1800A-RE		140.41	0.00	53.45	193.86
	41282725	28-FEB-10	5715A-HughesNet		456.95	0.00	182.05	639.00
	41283602	28-FEB-10	5096A-SOFTHOTEL		160.00	12.80	65.68	238.48
	41313577	28-FEB-10	Actual-1210A-MA		121.28	9.70	49.73	180.71
	41310237	28-FEB-10	Actual-1000A-RO		298.01	0.00	118.75	416.76
					993.37	0.00	395.84	1389.21
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%	Sub Total	2170.02	22.50	865.50	3058.02
					112.94	0.00	41.18	154.12

Report Date : 06-JUN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	353.81	1281.53
	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	106.11	384.42
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	63.08	235.88
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	162.67	589.42
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	47.76	178.74
				Sub Total	2027.00	22.50	774.61	2824.11
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	18.32	68.32
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	45.97	177.63
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	138.00	515.39
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	60.41	233.21
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	300.07	1120.48
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	89.94	336.06
				Sub Total	1906.86	22.50	698.45	2627.81
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	25.08	96.90
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	31.27	124.73
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	297.55	1187.67
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	136.89	546.35
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	43.77	174.75
	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	57.81	230.61
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	89.29	356.33
				Sub Total	2013.18	22.50	681.66	2717.34

JUN-2010 30448551 04-JUN-10 OTA Credit (77.20) 0.00 0.00 (77.20)
 10468863 17-JUN-10 GUEST SATISFACT 31.39 0.00 10.05 41.44
 21139156 22-JUN-10 WYNREWARDS 5% 223.76 0.00 71.42 295.18
 30454758 25-JUN-10 G/S TRANSACTION 100.00 0.00 31.90 131.90
 41433504 30-JUN-10 5715A-HughesNet 160.00 12.80 55.13 227.93

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Report Date : 06-JUN-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
	41451244	30-JUN-10	Actual-1800A-RE		511.75	0.00	163.38	675.13
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	106.55	440.30
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	355.20	1467.71
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	41.74	172.72
<hr/>								
				Sub Total	2517.24	22.50	835.37	3375.11
<hr/>								
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	18.19	75.19
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	51.04	211.04
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	35.71	153.39
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	118.89	511.52
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	52.46	225.26
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	258.37	1111.91
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	77.51	333.57
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	39.72	170.70
<hr/>								
				Sub Total	2118.19	22.50	651.89	2792.58

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%		194.62	0.00	56.18	250.80
	41493273	31-AUG-10	5715A-HughesNet		160.00	12.80	49.86	222.66
	41512288	31-AUG-10	Actual-1210A-MA		237.42	0.00	68.52	305.94
	41511965	31-AUG-10	Actual-1000A-RO		791.41	0.00	228.47	1019.88
	41490063	31-AUG-10	5096A-SOFTHOTEL		121.28	9.70	37.75	168.73
	41513149	31-AUG-10	Actual-1800A-RE		364.05	0.00	105.06	469.11
			Sub Total		1868.78	22.50	545.84	2437.12

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%		180.98	0.00	49.42	230.40
	41537879	30-SEP-10	Actual-1000A-RO		1049.76	0.00	286.49	1336.25
	41529825	30-SEP-10	5096A-SOFTHOTEL		121.28	9.70	35.73	166.71
	41540258	30-SEP-10	Actual-1800A-RE		482.89	0.00	131.72	614.61
	41538872	30-SEP-10	Actual-1210A-MA		314.93	0.00	85.92	400.85
	41529842	30-SEP-10	5715A-HughesNet		160.00	12.80	47.19	219.99

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ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%		519.35	0.00	133.99	653.34
	41576244	31-OCT-10	Actual-1000A-RO		1350.87	0.00	348.52	1699.39
	41575919	31-OCT-10	Actual-1210A-MA		405.26	0.00	104.55	509.81
			Sub Total		2309.84	22.50	636.47	2968.81

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41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	160.30	781.70
41563038	31-OCT-10	5096A-SOFTHOTEL	121.28	9.70	33.76	164.74
41562831	31-OCT-10	5715A-HughesNet	160.00	12.80	44.59	217.39
		Sub Total	3178.16	22.50	825.71	4026.37
NOV-2010	21154909	WYNREWARDS 5%	191.33	0.00	46.43	237.76
	41586615	5715A-HughesNet	160.00	12.80	41.91	214.71
	41586063	5096A-SOFTHOTEL	121.28	9.70	31.73	162.71
	41606325	Actual-1800A-RE	382.48	0.00	92.78	475.26
	41608709	Actual-1000A-RO	831.48	0.00	201.64	1033.12
	41606274	Actual-1210A-MA	249.44	0.00	60.51	309.95
		Sub Total	1936.01	22.50	475.00	2433.51
DEC-2010	10515601	GUEST SRVCS TRA	160.00	0.00	38.80	198.80
	10515603	GUEST SATISFACT	62.70	0.00	15.19	77.89
	21155500	WYNREWARDS 5%	93.31	0.00	21.21	114.52
	41642272	Actual-1210A-MA	140.26	0.00	31.78	172.04
	41622775	5096A-SOFTHOTEL	121.28	9.70	29.71	160.69
	41644229	Actual-1000A-RO	467.54	0.00	106.14	573.68
	41625402	5715A-HughesNet	160.00	12.80	39.23	212.03
	41643857	Actual-1800A-RE	215.07	0.00	48.81	263.88

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ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%					
	41671828	31-JAN-11	Actual-1800A-RE		1420.16	22.50	330.87	1773.53
	41674005	31-JAN-11	Actual-1210A-MA					
	41659470	31-JAN-11	5096A-SOFTHOTEL					
	41672571	31-JAN-11	Actual-1000A-RO					
	41658460	31-JAN-11	5715A-HughesNet					
				Sub Total				
					1420.16	22.50	330.87	1773.53
					117.04	0.00	26.27	143.31
					222.35	0.00	48.97	271.32
					145.01	0.00	31.94	176.95
					121.28	9.70	28.79	159.77
					483.37	0.00	106.32	589.69
					160.00	12.80	38.02	210.82
				Sub Total				
					1249.05	22.50	280.31	1551.86
FEB-2011	10523143	09-FEB-11	GUEST SATISFACT					
	10523141	09-FEB-11	GUEST SRVCS TRA		35.00	0.00	7.55	42.55
	30541674	14-FEB-11	SUMMIT 2011 FEE		160.00	0.00	34.48	194.48
	21161416	22-FEB-11	WYNREWARDS 5%		599.00	0.00	127.59	726.59
	41693486	28-FEB-11	5096A-SOFTHOTEL		62.40	0.00	13.08	75.48
	41693528	28-FEB-11	5715A-HughesNet		127.34	10.19	28.30	165.83
	41711430	28-FEB-11	Actual-1800A-RE		160.00	12.80	35.60	208.40
	41710920	28-FEB-11	Actual-1210A-MA		230.45	0.00	47.47	277.92
	41712905	28-FEB-11	Actual-1000A-RO		150.30	0.00	30.94	181.24
				Sub Total			103.21	604.20
					35.00	0.00	7.55	42.55
					160.00	0.00	34.48	194.48
					599.00	0.00	127.59	726.59
					62.40	0.00	13.08	75.48
					127.34	10.19	28.30	165.83
					160.00	12.80	35.60	208.40
					230.45	0.00	47.47	277.92
					150.30	0.00	30.94	181.24
					500.99	0.00	103.21	604.20
				Sub Total				
					2025.48	22.99	428.22	2476.69
MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA					
	10528838	17-MAR-11	GUEST SATISFACT		160.00	0.00	31.60	191.60
	21164662	22-MAR-11	WYNREWARDS 5%		25.00	0.00	4.97	29.97
	41734698	31-MAR-11	Actual-1210A-MA		72.40	0.00	14.12	86.52
	41724826	31-MAR-11	5096A-SOFTHOTEL		237.95	0.00	45.42	283.37
	41736362	31-MAR-11	Actual-1800A-RE		127.34	10.19	26.17	163.70
	41735781	31-MAR-11	Actual-1000A-RO		364.86	0.00	69.63	434.49
	41726583	31-MAR-11	5715A-HughesNet		793.18	0.00	151.33	944.51
				Sub Total			32.93	205.73
					160.00	12.80		

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ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT		(79.76)	0.00	0.00	(79.76)
	21168096	22-APR-11	WYNREWARDS 5%		157.24	0.00	28.25	185.49
	41772706	30-APR-11	Actual-1800A-RE		540.88	0.00	94.81	635.69
	41755957	30-APR-11	5096A-SOFTHOTEL		127.34	10.19	24.11	161.64
	41756456	30-APR-11	5715A-HughesNet		160.00	12.80	30.33	203.13
	41775292	30-APR-11	Actual-1000A-RO		1175.82	0.00	206.22	1382.04
	41773473	30-APR-11	Actual-1210A-MA		352.75	0.00	61.86	414.61
<hr/>								
			Sub Total		1940.73	22.99	376.17	2339.89
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	17.32	122.74
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	21.98	159.51
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	27.66	200.46
	41807084	31-MAY-11	Actual-1000A-RO		1861.08	0.00	297.81	2158.89
	41805265	31-MAY-11	Actual-1800A-RE		856.09	0.00	136.97	993.06
	41804019	31-MAY-11	Actual-1210A-MA		558.32	0.00	89.30	647.62
<hr/>								
			Sub Total		3599.05	22.99	591.04	4213.08
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JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	17.20	132.63
	TA0218569	27-JUN-11	T/A COMMISSIONS		70.06	0.00	10.29	80.35

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1218569	27-JUN-11	GDS & INTERNET	81.30	0.00	11.91	93.21
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	1.88	14.66
TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	4.07	31.92
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	36.66	287.07
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	19.92	157.45
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	122.21	956.90
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	56.22	440.18

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ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	25.06	197.86
			Sub Total		2063.82	22.99	305.42	2392.23
JUL-2011	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	0.80	6.65
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	3.82	31.82
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	0.81	6.76
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	22.08	182.08
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	9.00	74.00
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	25.43	215.25
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	22.38	195.18
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	53.62	467.21
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	34.99	304.72
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	116.62	1015.73
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	17.79	155.32

Sub Total		2284.41	22.99	307.34	2614.74		
=====							
AUG-2011	21181009	22-AUG-11	WYNREWARDS 5%	212.27	0.00	25.15	237.42
	TA0231666	27-AUG-11	T/A COMMISSIONS	81.66	0.00	9.48	91.14
	TR0231666	27-AUG-11	TMC / CONSORTIA	4.32	0.00	0.50	4.82
	TM0231666	27-AUG-11	MEMBER BENEFIT	37.10	0.00	4.33	41.43
	1231666	27-AUG-11	GDS & INTERNET	22.80	0.00	2.63	25.43
	41899214	31-AUG-11	Actual-1210A-MA	205.23	0.00	23.40	228.63
	41882822	31-AUG-11	5715A-HughesNet	160.00	12.80	19.71	192.51
	41900578	31-AUG-11	Actual-1800A-RE	314.69	0.00	35.88	350.57
	41898166	31-AUG-11	Actual-1000A-RO	684.11	0.00	77.97	762.08
	41881181	31-AUG-11	5096A-SOFTHOTEL	127.34	10.19	15.66	153.19
	Sub Total		1849.52	22.99	214.71	2087.22	
=====							
SEP-2011	30622435	15-SEP-11	ONLINE LRNG LIB	50.00	0.00	5.35	55.35
=====							

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Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	10.98	117.67
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	0.49	5.44
	41927326	30-SEP-11	Actual-1800A-RE		251.91	0.00	24.93	276.84
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	16.26	180.55
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	17.11	189.91
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	54.21	601.83
	41913504	30-SEP-11	5096A-SOFTHOTEL		127.34	10.19	13.60	151.13

		Sub Total	1412.80	22.99	142.93	1578.72
OCT-2011	10573904	13-OCT-11	GUEST SATISFACT	0.00	4.18	49.18
	10573905	13-OCT-11	GUEST SRVCS TRA	0.00	14.80	174.80
	21185062	22-OCT-11	WYNREWARDS 5%	0.00	5.63	69.44
	TA0245550	-27-OCT-11	T/A COMMISSIONS	0.00	0.82	10.32
	41937039	31-OCT-11	5715A-HughesNet	12.80	14.44	187.24
	41938336	31-OCT-11	5096A-SOFTHOTEL	10.19	11.47	149.00
	41964372	31-OCT-11	Actual-1800A-RE	0.00	23.42	301.97
	41962085	31-OCT-11	Actual-1000A-RO	0.00	50.91	656.46
	41963350	31-OCT-11	Actual-1210A-MA	0.00	15.28	196.94
		Sub Total	1631.41	22.99	140.95	1795.35

		Sub Total	1843.79	22.99	128.15	1994.93
NOV-2011	21188925	22-NOV-11	WYNREWARDS 5%	0.00	3.51	51.99
	41988022	30-NOV-11	Actual-1000A-RO	0.00	58.75	915.55
	41989389	30-NOV-11	Actual-1210A-MA	0.00	17.62	274.66
	41987793	30-NOV-11	Actual-1800A-RE	0.00	27.02	421.15
	41972452	30-NOV-11	5096A-SOFTHOTEL	10.19	9.41	146.94
	41970396	30-NOV-11	5715A-HughesNet	12.80	11.84	184.64
		Sub Total	1843.79	22.99	128.15	1994.93

DEC-2011	21190799	22-DEC-11	WYNREWARDS 5%	0.00	1.56	28.62
	42009518	31-DEC-11	5096A-SOFTHOTEL	10.19	7.28	144.81

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Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42026893	31-DEC-11	Actual-1210A-MA		252.33	0.00	13.37	265.70
	42026685	31-DEC-11	Actual-1000A-RO		841.10	0.00	44.59	885.69
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	20.51	407.42
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	9.16	181.96
			Sub Total		1794.74	22.99	96.47	1914.20
JAN-2012	21194952	22-JAN-12	WYNREWARDS 5%		24.25	0.00	1.02	25.27
	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	6.48	179.28
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	5.15	142.73
	42054393	31-JAN-12	Actual-1210A-MA		241.49	0.00	9.04	250.53
	42055663	31-JAN-12	Actual-1800A-RE		370.28	0.00	13.86	384.14
	42053109	31-JAN-12	Actual-1000A-RO		804.96	0.00	30.14	835.10
			Sub Total		1728.37	22.99	65.69	1817.05
FEB-2012	21197657	22-FEB-12	WYNREWARDS 5%		25.20	0.00	0.67	25.87
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	3.33	147.74
	42085622	29-FEB-12	Actual-1800A-RE		453.30	0.00	10.43	463.73
	42085877	29-FEB-12	Actual-1210A-MA		295.63	0.00	6.80	302.43
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	3.97	176.77
	42086150	29-FEB-12	Actual-1000A-RO		985.45	0.00	22.66	1008.11
			Sub Total		2053.29	23.50	47.86	2124.65
MAR-2012	21200308	22-MAR-12	WYNREWARDS 5%		16.61	0.00	0.20	16.81
	42100612	31-MAR-12	5096A-SOFTHOTEL		133.71	10.70	1.08	145.49
	42120226	31-MAR-12	Actual-1800A-RE		373.94	0.00	2.80	376.74
	42118917	31-MAR-12	Actual-1210A-MA		243.87	0.00	1.83	245.70
	42118647	31-MAR-12	Actual-1000A-RO		812.91	0.00	6.10	819.01
	42100983	31-MAR-12	5715A-HughesNet		160.00	12.80	1.30	174.10

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ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 06-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	1741.04	23.50	13.31	1777.85
<hr/>								
APR-2012	21203749	22-APR-12	WYNREWARDS 5%		51.45	0.00	0.00	51.45
	42127467	30-APR-12	5096A-SOFTHOTEL		133.71	10.70	0.00	144.41
	42146384	30-APR-12	Accrual-1000A-R *		672.05	0.00	0.00	672.05
	42145762	30-APR-12	Accrual-1800A-R *		309.14	0.00	0.00	309.14
	42144024	30-APR-12	Accrual-1210A-M *		201.62	0.00	0.00	201.62
	42127278	30-APR-12	5715A-HughesNet		160.00	12.80	0.00	172.80
<hr/>								
			Sub Total		1527.97	23.50	0.00	1551.47
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MAY-2012	10607347	10-MAY-12	GUEST SATISFACT		38.00	0.00	0.00	38.00
	10607348	10-MAY-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	21205778	22-MAY-12	WYNREWARDS 5%		73.76	0.00	0.00	73.76
	42158289	31-MAY-12	5715A-HughesNet		160.00	12.80	0.00	172.80
	42181718	31-MAY-12	Accrual-1000A-R *		863.10	0.00	0.00	863.10
	42182913	31-MAY-12	Accrual-1210A-M *		258.93	0.00	0.00	258.93
	42157767	31-MAY-12	5096A-SOFTHOTEL		133.71	10.70	0.00	144.41
	42183045	31-MAY-12	Accrual-1800A-R *		397.03	0.00	0.00	397.03
<hr/>								
			Sub Total		2084.53	23.50	0.00	2108.03
<hr/>								
			Grand Total		68796.14	747.27	16185.59	85729.00

Requested By: Yelena Danishevsky

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ITEMIZED STATEMENT

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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ps://oracle.wyndhamworldwide.com:8005/OA_CGI/FNDWRR.exe?temp_id=3305779647

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 08 Jun 2012

Tracking Number:

1Z22445X0299575048

1 Address Information

Ship To: Jrp Hospitality Corp. Dharmesh Patel Days Inn 11691 Hwy 25 I-65 CALERA AL 350405078 Telephone:(205) 668-0560	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
--	---	--

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Jun 12, 2012
Shipping Fees Subtotal:	17.92 USD
Transportation	13.65 USD
Fuel Surcharge	2.27 USD
Delivery Area Surcharge	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	17.92 USD
Negotiated Total:	7.87 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

July 30, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4944-82657-4 LOCATED IN CALERA, AL (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004 between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on January 23, 2012, March 30, 2012 and June 8, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 10 days from the date of this letter to cure your default. Please be advised that as of July 27, 2012 your account is now past due in the amount of \$90,139.06. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM

HOTEL GROUP



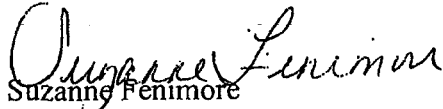
Mr. Dharmesh Patel

July 30, 2012

Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 27-JUL-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 27-JUL-2012
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	248.46	743.96
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	492.19	1569.36
			Sub Total		1572.67	0.00	740.65	2313.32
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	29.16	89.16

10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	29.16	89.16
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	47.32	144.77
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	265.77	810.39
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	173.37	528.56
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	577.79	1761.75
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	60.56	185.30
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	78.72	240.72
Sub Total			2566.72	21.24	1261.85	3849.81
OCT-2009	21116898	WYNREWARDS 5%	131.09	0.00	61.76	192.85
41172711	31-OCT-09	Actual-1800A-RE	576.79	0.00	271.65	848.44
41170506	31-OCT-09	Actual-1000A-RO	1253.89	0.00	590.67	1844.56
41171707	31-OCT-09	Actual-1210A-MA	376.17	0.00	177.14	553.31
41157918	31-OCT-09	5096A-SOFTHOTEL	115.50	9.24	58.69	183.43
41158668	31-OCT-09	5066A-DIRECWAY	150.00	12.00	76.29	238.29
Sub Total			2603.44	21.24	1236.20	3860.88
NOV-2009	21119799	WYNREWARDS 5%	94.96	0.00	43.18	138.14
41190281	30-NOV-09	5066A-DIRECWAY	150.00	12.00	73.78	235.78
41189149	30-NOV-09	5096A-SOFTHOTEL	115.50	9.24	56.76	181.50
41207190	30-NOV-09	Actual-1210A-MA	265.96	0.00	121.88	387.84
41208067	30-NOV-09	Actual-1800A-RE	407.81	0.00	186.91	594.72
41205695	30-NOV-09	Actual-1000A-RO	886.53	0.00	406.27	1292.80

Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Page 3 of 1.

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	38.08	124.83
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	99.58	326.27
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	152.69	500.28
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	73.56	240.79
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	54.82	179.56
					755.63	0.00	331.95	1087.58
				Sub Total	1920.76	21.24	888.78	2830.78
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41273717	31-JAN-10	Actual-1800A-RE		82.04	0.00	34.92	116.96
	41273641	31-JAN-10	Actual-1210A-MA		355.01	0.00	157.73	512.74
	41255951	31-JAN-10	5715A-HughesNet		231.53	0.00	102.85	334.38
	41254522	31-JAN-10	5096A-SOFTHOTEL		160.00	12.80	73.62	246.42
	41271973	31-JAN-10	Actual-1000A-RO		115.50	9.24	53.08	177.82
					771.76	0.00	342.85	1114.61
				Sub Total	1687.00	21.63	750.68	2459.31
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41313577	28-FEB-10	Actual-1210A-MA		140.41	0.00	57.74	198.15
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	127.84	425.85
	41282725	28-FEB-10	5715A-HughesNet		456.95	0.00	195.98	652.93
	41283602	28-FEB-10	5096A-SOFTHOTEL		160.00	12.80	70.95	243.75
	41310237	28-FEB-10	Actual-1000A-RO		121.28	9.70	53.72	184.70
					993.37	0.00	426.14	1419.51
				Sub Total	1715.84	22.04	765.05	2502.93
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
					2170.02	22.50	932.37	3124.89
					112.94	0.00	44.62	157.56

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	114.59	392.90
	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	382.11	1309.83
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	68.35	241.15
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	175.68	602.43
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	51.75	182.73
Sub Total					2027.00	22.50	837.10	2886.60
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	19.85	69.85
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	49.98	181.64
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	65.68	238.48
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	97.44	343.56
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	149.51	526.90
APR-2010	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	49.73	180.71
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	325.10	1145.51
Sub Total					1906.86	22.50	757.29	2686.65
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	27.27	99.09
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	34.12	127.58
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	324.70	1214.82
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	47.76	178.74
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	149.38	558.84
MAY-2010	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	63.08	235.88
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	97.44	364.48
Sub Total					2013.18	22.50	743.75	2779.43

JUN-2010 30448551 04-JUN-10 OTA Credit (77.20) 0.00 0.00 (77.20)
 10468863 17-JUN-10 GUEST SATISFACT 31.39 0.00 0.00 42.40
 21139156 22-JUN-10 WYNREWARDS 5% 223.76 0.00 0.00 302.01
 30454758 25-JUN-10 G/S TRANSACTION 100.00 0.00 0.00 134.95
 41433504 30-JUN-10 5715A-HughesNet 160.00 12.80 60.40 233.20

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As Of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	389.13	1501.64
	41451244	30-JUN-10	Actual-1800A-RE		511.75	0.00	178.99	690.74
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	116.73	450.48
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	45.73	176.71
			Sub Total		2517.24	22.50	915.19	3454.93
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	19.93	76.93
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	55.92	215.92
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	39.30	156.98
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	284.40	1137.94
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	130.87	523.50
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	85.32	341.38
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	43.71	174.69
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	57.73	230.53
			Sub Total		2118.19	22.50	717.18	2857.87

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%		194.62	0.00	62.12	256.74
	41490063	31-AUG-10	5096A-SOFTHOTEL		121.28	9.70	41.74	172.72
	41511965	31-AUG-10	Actual-1000A-RO		791.41	0.00	252.61	1044.02
	41512288	31-AUG-10	Actual-1210A-MA		237.42	0.00	75.76	313.18
	41513149	31-AUG-10	Actual-1800A-RE		364.05	0.00	116.16	480.21
	41493273	31-AUG-10	5715A-HughesNet		160.00	12.80	55.13	227.93
			Sub Total		1868.78	22.50	603.52	2494.80

SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%		180.98	0.00	54.94	235.92
	41540258	30-SEP-10	Actual-1800A-RE		482.89	0.00	146.44	629.33
	41537879	30-SEP-10	Actual-1000A-RO		1049.76	0.00	318.51	1368.27
	41529825	30-SEP-10	5096A-SOFTHOTEL		121.28	9.70	39.72	170.70
	41529842	30-SEP-10	5715A-HughesNet		160.00	12.80	52.46	225.26
	41538872	30-SEP-10	Actual-1210A-MA		314.93	0.00	95.52	410.45

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%		519.35	0.00	149.83	669.18
	41575919	31-OCT-10	Actual-1210A-MA		405.26	0.00	116.91	522.17
	41576244	31-OCT-10	Actual-1000A-RO		1350.87	0.00	389.72	1740.59
			Sub Total		2309.84	22.50	707.59	3039.93

Account Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Balance Forward	Balance Due
41562831	31-OCT-10	5715A-HughesNet	160.00	12.80	49.86	222.66
41563038	31-OCT-10	5096A-SOFTHOTEL	121.28	9.70	37.75	168.73
41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	179.25	800.65
Sub Total			3178.16	22.50	923.32	4123.98
=====						
NOV-2010	21154909	WYNREWARDS 5%	191.33	0.00	52.27	243.60
	41580603	5096A-SOFTHOTEL	121.28	9.70	35.72	166.70
	41586615	5715A-HughesNet	160.00	12.80	47.18	219.98
	41606325	Actual-1800A-RE	382.48	0.00	104.45	486.93
	41608709	Actual-1000A-RO	831.48	0.00	227.00	1058.48
	41608274	Actual-1210A-MA	249.44	0.00	68.12	317.56
Sub Total			1936.01	22.50	534.74	2493.25
=====						

Account Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Balance Forward	Balance Due
DEC-2010	10515601	GUEST SRVCS TRA	160.00	0.00	43.68	203.68
	10515603	GUEST SATISFACT	62.70	0.00	17.10	79.80
	21155500	WYNREWARDS 5%	93.31	0.00	24.06	117.37
	41644229	Actual-1000A-RO	467.54	0.00	120.40	587.94
	41625402	5715A-HughesNet	160.00	12.80	44.50	217.30
	41622775	5096A-SOFTHOTEL	121.28	9.70	33.70	164.68
	41643857	Actual-1800A-RE	215.07	0.00	55.37	270.44
	41642272	Actual-1210A-MA	140.26	0.00	36.05	176.31
Sub Total			1936.01	22.50	534.74	2493.25
=====						

Page 6 of 13

Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%					
	41671828	31-JAN-11	Actual-1800A-RE		117.04	0.00	29.84	146.88
	41674005	31-JAN-11	Actual-1210A-MA		222.35	0.00	55.76	278.11
	41659470	31-JAN-11	5096A-SOFTHOTEL		145.01	0.00	36.37	181.38
	41672571	31-JAN-11	Actual-1000A-RO		121.28	9.70	32.78	163.76
	41658460	31-JAN-11	5715A-HughesNet		483.37	0.00	121.06	604.43
				Sub Total	1420.16	22.50	374.86	1817.52
<hr/>								
FEB-2011	10523143	09-FEB-11	GUEST SATISFACT					
	10523141	09-FEB-11	GUEST SRVCS TRA		35.00	0.00	8.62	43.62
	30541674	14-FEB-11	SUMMIT 2011 FEE		160.00	0.00	39.36	199.36
	21161416	22-FEB-11	WYNREWARDS 5%		599.00	0.00	145.86	744.86
	41693486	28-FEB-11	5096A-SOFTHOTEL		62.40	0.00	14.99	77.39
	41693528	28-FEB-11	5715A-HughesNet		127.34	10.19	32.49	170.02
	41711430	28-FEB-11	Actual-1800A-RE		160.00	12.80	40.87	213.67
	41710920	28-FEB-11	Actual-1210A-MA		230.45	0.00	54.50	284.95
	41712905	28-FEB-11	Actual-1000A-RO		150.30	0.00	35.52	185.82
				Sub Total	500.99	0.00	118.49	619.48
<hr/>								
MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA					
	10528838	17-MAR-11	GUEST SATISFACT		160.00	0.00	36.48	196.48
	21164662	22-MAR-11	WYNREWARDS 5%		25.00	0.00	5.74	30.74
	41734698	31-MAR-11	Actual-1210A-MA		72.40	0.00	16.33	88.73
	41724826	31-MAR-11	5096A-SOFTHOTEL		237.95	0.00	52.68	290.63
	41736362	31-MAR-11	Actual-1800A-RE		127.34	10.19	30.36	167.89
	41735781	31-MAR-11	Actual-1000A-RO		364.86	0.00	80.76	445.62
	41726583	31-MAR-11	5715A-HughesNet		793.18	0.00	175.52	968.70
				Sub Total	160.00	12.80	38.20	211.00
<hr/>								
				Sub Total	2025.48	22.99	490.70	2539.17

Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	1940.73	22.99	436.07	2399.79
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT		(79.76)	0.00	0.00	(79.76)
	21168096	22-APR-11	WYNREWARDS 5%		157.24	0.00	33.05	190.29
	41772706	30-APR-11	Actual-1800A-RE		540.88	0.00	111.30	652.18
	41755957	30-APR-11	5096A-SOFTHOTEL		127.34	10.19	28.30	165.83
	41756456	30-APR-11	5715A-HughesNet		160.00	12.80	35.60	208.40
	41775292	30-APR-11	Actual-1000A-RO		1175.82	0.00	242.09	1417.91
	41773473	30-APR-11	Actual-1210A-MA		352.75	0.00	72.62	425.37
				Sub Total	2434.27	22.99	522.96	2980.22
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	20.53	125.95
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	26.17	163.70
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	32.93	205.73
	41807084	31-MAY-11	Actual-1000A-RO		1861.08	0.00	354.58	2215.66
	41805265	31-MAY-11	Actual-1800A-RE		856.09	0.00	163.08	1019.17
	41804019	31-MAY-11	Actual-1210A-MA		558.32	0.00	106.32	664.64
				Sub Total	3599.05	22.99	703.61	4325.65
<hr/>								
JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	20.72	136.15
	TA0218569	27-JUN-11	T/A COMMISSIONS		70.06	0.00	12.43	82.49

1218569	27-JUN-11	GDS & INTERNET	81.30	0.00	14.39	95.69
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	2.27	15.05
TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	4.92	32.77
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	44.30	294.71
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	24.11	161.64
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	147.67	982.36
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	67.93	451.89

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	30.33	203.13
			Sub Total		2063.82	22.99	369.07	2455.88
JUL-2011	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	0.98	6.83
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	4.67	32.67
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	0.99	6.94
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	26.96	186.96
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	10.99	75.99
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	31.22	221.04
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	27.65	200.45
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	66.23	479.82
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	43.22	312.95
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	144.05	1043.16
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	21.98	159.51

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Sub Total		2284.41	22.99	378.94	2686.34
=====					
AUG-2011	21181009	22-AUG-11	WYNREWARDS 5%	212.27	0.00
	TA0231666	27-AUG-11	T/A COMMISSIONS	81.66	0.00
	TR0231666	27-AUG-11	TMC / CONSORTIA	4.32	0.00
	TM0231666	27-AUG-11	MEMBER BENEFIT	37.10	0.00
	1231666	27-AUG-11	GDS & INTERNET	22.80	0.00
	41899214	31-AUG-11	Actual-1210A-MA	205.23	0.00
	41882822	31-AUG-11	5715A-HughesNet	160.00	12.80
	41900578	31-AUG-11	Actual-1800A-RE	314.69	0.00
	41898166	31-AUG-11	Actual-1000A-RO	684.11	0.00
	41881181	31-AUG-11	5096A-SOFTHOTEL	127.34	10.19
Sub Total		1849.52	22.99	271.81	2144.32
=====					

SEP-2011	30622435	15-SEP-11	ONLINE LRNG LIB	50.00	0.00	6.88	56.88
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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	14.23	120.92
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	0.64	5.59
	41927326	30-SEP-11	Actual-1800A-RE		251.91	0.00	32.61	284.52
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	21.27	185.56
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	22.38	195.18
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	70.91	618.53
	41913504	30-SEP-11	5096A-SOFTHOTEL		127.34	10.19	17.79	155.32

Case 2:15-cv-05962-DMC-JB

OCT-2011	10573904	13-OCT-11	GUEST SATISFACT	45.00	0.00	5.56	50.56	1622.50
	10573905	13-OCT-11	GUEST SRVCS TRA	160.00	0.00	19.68	179.68	
	21185062	22-OCT-11	WYNREWARDS 5%	63.81	0.00	7.58	71.39	
	TA0245550	27-OCT-11	T/A COMMISSIONS	9.50	0.00	1.11	10.61	
	41937039	31-OCT-11	5715A-HughesNet	160.00	12.80	19.71	192.51	
	41938336	31-OCT-11	5096A-SOFTHOTEL	127.34	10.19	15.66	153.19	
	41964372	31-OCT-11	Actual-1800A-RE	278.55	0.00	31.92	310.47	
	41962085	31-OCT-11	Actual-1000A-RO	605.55	0.00	69.38	674.93	
	41963350	31-OCT-11	Actual-1210A-MA	181.66	0.00	20.82	202.48	
			Sub Total	1631.41	22.99	191.42	1845.82	

NOV-2011	21188925	WYNREWARDS 5%	48.48	0.00	4.99	53.47	
	41988022	Actual-1000A-RO	856.80	0.00	84.88	941.68	
	41989389	Actual-1210A-MA	257.04	0.00	25.46	282.50	
	41987793	Actual-1800A-RE	394.13	0.00	39.04	433.17	
	41972452	5096A-SOFTHOTEL	127.34	10.19	13.60	151.13	
	41970396	5715A-HughesNet	160.00	12.80	17.11	189.91	
	Sub Total		1843.79	22.99	185.08	2051.86	
DEC-2011	21190799	WYNREWARDS 5%	27.06	0.00	2.39	29.45	
	42009518	5096A-SOFTHOTEL	127.34	10.19	11.47	149.00	
	Sub Total		157.40	10.19	13.86	181.45	

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
As of Date: 27-JUL-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2012	42026893	31-DEC-11	Actual-1210A-MA		252.33	0.00	21.06	273.39
	42026685	31-DEC-11	Actual-1000A-RO		841.10	0.00	70.25	911.35
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	32.31	419.22
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	14.43	187.23
				Sub Total	1794.74	22.99	151.91	1969.64
	21194952	22-JAN-12	WYNREWARDS 5%		24.25	0.00	1.76	26.01
	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	11.75	184.55
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	9.34	146.92
	42054393	31-JAN-12	Actual-1210A-MA		241.49	0.00	16.40	257.89
	42055663	31-JAN-12	Actual-1800A-RE		370.28	0.00	25.15	395.43
FEB-2012	42053109	31-JAN-12	Actual-1000A-RO		804.96	0.00	54.69	859.65
				Sub Total	1728.37	22.99	119.09	1870.45
	21197657	22-FEB-12	WYNREWARDS 5%		25.20	0.00	1.44	26.64
	42085877	29-FEB-12	Actual-1210A-MA		295.63	0.00	15.81	311.44
	42085622	29-FEB-12	Actual-1800A-RE		453.30	0.00	24.26	477.56
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	7.74	152.15
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	9.24	182.04
	42086150	29-FEB-12	Actual-1000A-RO		985.45	0.00	52.71	1038.16
				Sub Total	2053.29	23.50	111.20	2187.99
MAR-2012	21200308	22-MAR-12	WYNREWARDS 5%		16.61	0.00	0.71	17.32
	42100612	31-MAR-12	5096A-SOFTHOTEL		133.71	10.70	5.49	149.90
	42118917	31-MAR-12	Actual-1210A-MA		243.87	0.00	9.27	253.14
	42100983	31-MAR-12	5715A-HughesNet		160.00	12.80	6.57	179.37
	42118647	31-MAR-12	Actual-1000A-RO		812.91	0.00	30.89	843.80
	42120226	31-MAR-12	Actual-1800A-RE		373.94	0.00	14.21	388.15

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Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2012	21203749	22-APR-12	WYNREWARDS 5%		1741.04	23.50	67.14	1831.68
	42127467	30-APR-12	5096A-SOFTHOTEL		51.45	0.00	1.39	52.84
	42146384	30-APR-12	Accrual-1000A-R	*	133.71	10.70	3.33	147.74
	42145762	30-APR-12	Accrual-1800A-R	*	672.05	0.00	15.46	687.51
	42144024	30-APR-12	Accrual-1210A-M	*	309.14	0.00	7.11	316.25
	42127278	30-APR-12	5715A-HughesNet		201.62	0.00	4.63	206.25
					160.00	12.80	3.97	176.77
			Sub Total					
					1527.97	23.50	35.89	1587.36
MAY-2012	10607347	10-MAY-12	GUEST SATISFACT		38.00	0.00	0.68	38.68
	10607348	10-MAY-12	GUEST SRVCS TRA		160.00	0.00	2.88	162.88
	21205778	22-MAY-12	WYNREWARDS 5%		73.76	0.00	0.89	74.65
	42183045	31-MAY-12	Accrual-1800A-R	*	397.03	0.00	2.98	400.01
	42157767	31-MAY-12	5096A-SOFTHOTEL		133.71	10.70	1.08	145.49
	42182913	31-MAY-12	Accrual-1210A-M	*	258.93	0.00	1.94	260.87
	42181718	31-MAY-12	Accrual-1000A-R	*	863.10	0.00	6.47	869.57
	42158289	31-MAY-12	5715A-HughesNet		160.00	12.80	1.30	174.10
			Sub Total					
					2084.53	23.50	18.22	2126.25
JUN-2012	21210598	22-JUN-12	WYNREWARDS 5%		60.32	0.00	0.00	60.32
	42191963	30-JUN-12	5715A-HughesNet		160.00	12.80	0.00	172.80
	42208957	30-JUN-12	Accrual-1000A-R	*	1092.20	0.00	0.00	1092.20

42210208	30-JUN-12	Accrual-1210A-M	*	327.66	0.00	327.66
42209635	30-JUN-12	Accrual-1800A-R	*	502.41	0.00	502.41
42192776	30-JUN-12	5096A-SOFTHOTEL		133.71	10.70	144.41

Report Date : 27-JUL-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 27-JUL-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	2276.30	23.50	0.00	2299.80
<hr/>								
JUL-2012	21213533	22-JUL-12	WYNREWARDS 5%		46.81	0.00	0.00	46.81
				Sub Total	46.81	0.00	0.00	46.81
<hr/>								
				Grand Total	71119.25	770.77	18249.04	90139.06

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 30 Jul 2012

Tracking Number:

1Z22445X0297427836

1 Address Information

Ship To: Jrp Hospitality Corp. Dharmesh Patel Days Inn 11691 Hwy 25 I-65 CALERA AL 350405078 Telephone:(205) 668-0560	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Wednesday, Aug 1, 2012
Shipping Fees Subtotal:	17.53 USD
Transportation	13.65 USD
Fuel Surcharge	1.88 USD
Delivery Area Surcharge	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:

17.53 USD

Negotiated Total:

7.99 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

September 21, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4944-82657-4 LOCATED IN CALERA, AL (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004 between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on January 23, 2012, March 30, 2012, June 8, 2012 and July 30, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 10 days from the date of this letter to cure your default. Please be advised that as of September 19, 2012 your account is now past due in the amount of \$97,330.89. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM


HOTEL GROUP



Mr. Dharmesh Patel
September 21, 2012
Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,


Suzanne Fenimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Page 1 of 17

Report Date : 19-SEP-12

ITEMIZED STATEMENT

As of Date (DD-MM-YYYY) : 19-SEP-2012
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 19-SEP-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 19-SEP-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	263.82	759.32
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	517.33	1594.50
			Sub Total		1572.67	0.00	781.15	2353.82
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	31.02	91.02

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10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	31.02	91.02
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	50.34	147.79
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	282.65	827.27
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	184.39	539.58
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	614.49	1798.45
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	64.42	189.16
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	83.74	245.74
		Sub Total	2566.72	21.24	1342.07	3930.03
OCT-2009	21116898	WYNREWARDS 5%	131.09	0.00	65.82	196.91
	41172711	Actual-1800A-RE	576.79	0.00	289.53	866.32
	41170506	Actual-1000A-RO	1253.89	0.00	629.55	1883.44
	41171707	Actual-1210A-MA	376.17	0.00	188.80	564.97
	41157918	5096A-SOFTHOTEL	115.50	9.24	62.55	187.29
	41158668	5066A-DIRECWAY	150.00	12.00	81.31	243.31
		Sub Total	2603.44	21.24	1317.56	3942.24
NOV-2009	21119799	WYNREWARDS 5%	94.96	0.00	46.12	141.08
	41190281	5066A-DIRECWAY	150.00	12.00	78.80	240.80
	41189149	5096A-SOFTHOTEL	115.50	9.24	60.62	185.36
	41207190	Actual-1210A-MA	265.96	0.00	130.12	396.08
	41208067	Actual-1800A-RE	407.81	0.00	199.55	607.36
	41205695	Actual-1000A-RO	886.53	0.00	433.75	1320.28

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Report Date : 19-SEP-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 19-SEP-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	40.76	127.51
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	106.60	333.29
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	163.47	511.06
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	78.74	245.97
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	58.68	183.42
					755.63	0.00	355.37	1111.00
			Sub Total		1920.76	21.24	948.96	2890.96
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JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41271973	31-JAN-10	Actual-1000A-RO		82.04	0.00	37.46	119.50
	41273641	31-JAN-10	Actual-1210A-MA		771.76	0.00	366.77	1138.53
	41273717	31-JAN-10	Actual-1800A-RE		231.53	0.00	110.03	341.56
	41255951	31-JAN-10	5715A-HughesNet		355.01	0.00	168.73	523.74
	41254522	31-JAN-10	5096A-SOFTHOTEL		160.00	12.80	78.98	251.78
					115.50	9.24	56.94	181.68
			Sub Total		1687.00	21.63	803.62	2512.25
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FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41310237	28-FEB-10	Actual-1000A-RO		140.41	0.00	62.10	202.51
	41283602	28-FEB-10	5096A-SOFTHOTEL		993.37	0.00	456.94	1450.31
	41282725	28-FEB-10	5715A-HughesNet		121.28	9.70	57.78	188.76
	41313577	28-FEB-10	Actual-1210A-MA		160.00	12.80	76.31	249.11
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	137.08	435.09
					456.95	0.00	210.14	667.09
			Sub Total		1715.84	22.04	818.91	2556.79
<hr/>								
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
					2170.02	22.50	1000.35	3192.87
					112.94	0.00	48.12	161.06

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 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 19-SEP-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	188.90	615.65
	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	410.87	1338.59
	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	123.21	401.52
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	73.71	246.51
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	55.81	186.79
Sub Total					2027.00	22.50	900.62	2950.12
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	21.41	71.41
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	54.06	185.72
	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	53.79	184.77
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	105.06	351.18
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	350.54	1170.95
MAY-2010	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	71.04	243.84
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	161.21	538.60
Sub Total					1906.86	22.50	817.11	2746.47
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	29.49	101.31
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	37.02	130.48
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	352.30	1242.42
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	51.82	182.80
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	105.72	372.76
MAY-2010	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	68.44	241.24
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	162.08	571.54
Sub Total					2013.18	22.50	806.87	2842.55

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JUN-2010	30448551	04-JUN-10	OTA Credit	(77.20)	0.00	0.00	(77.20)
	10468863	17-JUN-10	GUEST SATISFACT	31.39	0.00	11.99	43.38
	21139156	22-JUN-10	WYNREWARDS 5%	223.76	0.00	85.19	308.95
	30454758	25-JUN-10	G/S TRANSACTION	100.00	0.00	38.05	138.05
	41448959	30-JUN-10	Actual-1000A-RO	1112.51	0.00	423.61	1536.12

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 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	127.07	460.82
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	49.79	180.77
	41451244	30-JUN-10	Actual-1800A-RE		511.75	0.00	194.85	706.60
	41433504	30-JUN-10	5715A-HughesNet		160.00	12.80	65.76	238.56
			Sub Total		2517.24	22.50	996.31	3536.05
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	21.69	78.69
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	60.88	220.88
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	42.94	160.62
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	93.26	349.32
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	310.86	1164.40
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	143.05	535.68
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	47.77	178.75
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	63.09	235.89
			Sub Total		2118.19	22.50	783.54	2924.23

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AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%	194.62	0.00	68.16	262.78
	41493273	31-AUG-10	5715A-HughesNet	160.00	12.80	60.49	233.29
	41512288	31-AUG-10	Actual-1210A-MA	237.42	0.00	83.12	320.54
	41511965	31-AUG-10	Actual-1000A-RO	791.41	0.00	277.15	1068.56
	41513149	31-AUG-10	Actual-1800A-RE	364.05	0.00	127.44	491.49
	41490063	31-AUG-10	5096A-SOFTHOTEL	121.28	9.70	45.80	176.78
Sub Total				1868.78	22.50	662.16	2553.44

SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%	180.98	0.00	60.56	241.54
	41529842	30-SEP-10	5715A-HughesNet	160.00	12.80	57.82	230.62
	41537879	30-SEP-10	Actual-1000A-RO	1049.76	0.00	351.05	1400.81
	41529825	30-SEP-10	5096A-SOFTHOTEL	121.28	9.70	43.78	174.76
	41540258	30-SEP-10	Actual-1800A-RE	482.89	0.00	161.40	644.29
	41538872	30-SEP-10	Actual-1210A-MA	314.93	0.00	105.28	420.21

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total					2309.84	22.50	779.89	3112.23
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%		519.35	0.00	165.93	685.28
	41563038	31-OCT-10	5096A-SOFTHOTEL		121.28	9.70	41.81	172.79
	41576244	31-OCT-10	Actual-1000A-RO		1350.87	0.00	431.60	1782.47

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41562831	31-OCT-10	5715A-HughesNet	160.00	12.80	55.22	228.02
41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	198.51	819.91
41575919	31-OCT-10	Actual-1210A-MA	405.26	0.00	129.47	534.73
		Sub Total	3178.16	22.50	1022.54	4223.20
NOV-2010	21154909	WYNREWARDS 5%				
41586615	22-NOV-10	5715A-HughesNet	191.33	0.00	58.21	249.54
41606325	30-NOV-10	Actual-1800A-RE	160.00	12.80	52.54	225.34
41608709	30-NOV-10	Actual-1000A-RO	382.48	0.00	116.31	498.79
41606274	30-NOV-10	Actual-1210A-MA	831.48	0.00	252.78	1084.26
41586063	30-NOV-10	Actual-1210A-MA	249.44	0.00	75.86	325.30
		5096A-SOFTHOTEL	121.28	9.70	39.78	170.76
		Sub Total	1936.01	22.50	595.48	2553.99
DEC-2010	10515601	GUEST SRVCS TRA	160.00	0.00	48.64	208.64
10515603	15-DEC-10	GUEST SATISFACT	62.70	0.00	19.04	81.74
21155500	22-DEC-10	WYNREWARDS 5%	93.31	0.00	26.96	120.27
41644229	31-DEC-10	Actual-1000A-RO	467.54	0.00	134.90	602.44
41622775	31-DEC-10	5096A-SOFTHOTEL	121.28	9.70	37.76	168.74
41642272	31-DEC-10	Actual-1210A-MA	140.26	0.00	40.39	180.65
41643857	31-DEC-10	Actual-1800A-RE	215.07	0.00	62.03	277.10
41625402	31-DEC-10	5715A-HughesNet	160.00	12.80	49.86	222.66

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JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%					
	41658460	31-JAN-11	5715A-HughesNet		117.04	0.00	33.46	150.50
	41672571	31-JAN-11	Actual-1000A-RO		160.00	12.80	48.65	221.45
	41674005	31-JAN-11	Actual-1210A-MA		483.37	0.00	136.04	619.41
	41671828	31-JAN-11	Actual-1800A-RE		145.01	0.00	40.87	185.88
	41659470	31-JAN-11	5096A-SOFTHOTEL		222.35	0.00	62.66	285.01
					121.28	9.70	36.84	167.82
			Sub Total		1420.16	22.50	419.58	1862.24
=====								
FEB-2011	10523141	09-FEB-11	GUEST SRVCS TRA		160.00	0.00	44.32	204.32
	10523143	09-FEB-11	GUEST SATISFACT		35.00	0.00	9.70	44.70
	30541674	14-FEB-11	SUMMIT 2011 FEE		599.00	0.00	164.42	763.42
	21161416	22-FEB-11	WYNREWARDS 5%		62.40	0.00	16.93	79.33
	41693528	28-FEB-11	5715A-HughesNet		160.00	12.80	46.23	219.03
	41711430	28-FEB-11	Actual-1800A-RE		230.45	0.00	61.64	292.09
	41710920	28-FEB-11	Actual-1210A-MA		150.30	0.00	40.18	190.48
	41712905	28-FEB-11	Actual-1000A-RO		500.99	0.00	134.03	635.02
	41693486	28-FEB-11	5096A-SOFTHOTEL		127.34	10.19	36.75	174.28
			Sub Total		1249.05	22.50	358.52	1630.07
=====								
MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA		160.00	0.00	41.44	201.44
	10528838	17-MAR-11	GUEST SATISFACT		25.00	0.00	6.52	31.52
	21164662	22-MAR-11	WYNREWARDS 5%		72.40	0.00	18.57	90.97
	41735781	31-MAR-11	Actual-1000A-RO		793.18	0.00	200.10	993.28
	41734698	31-MAR-11	Actual-1210A-MA		237.95	0.00	60.06	298.01
	41736362	31-MAR-11	Actual-1800A-RE		364.86	0.00	92.08	456.94
	41726583	31-MAR-11	5715A-HughesNet		160.00	12.80	43.56	216.36
	41724826	31-MAR-11	5096A-SOFTHOTEL		127.34	10.19	34.62	172.15
			Sub Total		2025.48	22.99	554.20	2602.67
=====								

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
			Sub Total		1940.73	22.99	496.95	2460.67
<hr/>								
APR-2011	21168096	22-APR-11	WYNREWARDS 5%		157.24	0.00	37.93	195.17
	21168672	22-APR-11	WYNREWARDS CRDT		(79.76)	0.00	0.00	(79.76)
	41755957	30-APR-11	5096A-SOFTHOTEL		127.34	10.19	32.56	170.09
	41775292	30-APR-11	Actual-1000A-RO		1175.82	0.00	278.55	1454.37
	41772706	30-APR-11	Actual-1800A-RE		540.88	0.00	128.06	668.94
	41756456	30-APR-11	5715A-HughesNet		160.00	12.80	40.96	213.76
	41773473	30-APR-11	Actual-1210A-MA		352.75	0.00	83.56	436.31
			Sub Total		2434.27	22.99	601.62	3058.88
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	23.79	129.21
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	38.29	211.09
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	30.43	167.96
	41807084	31-MAY-11	Actual-1000A-RO		1861.08	0.00	412.28	2273.36
	41805265	31-MAY-11	Actual-1800A-RE		856.09	0.00	189.62	1045.71
	41804019	31-MAY-11	Actual-1210A-MA		558.32	0.00	123.62	681.94
			Sub Total		3599.05	22.99	818.03	4440.07
<hr/>								
JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	24.30	139.73
	1218569	27-JUN-11	GDS & INTERNET		81.30	0.00	16.91	98.21

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TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	5.78	33.63
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	2.67	15.45
TA0218569	27-JUN-11	T/A COMMISSIONS	70.06	0.00	14.61	84.67
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	52.06	302.47
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	173.55	1008.24
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	28.37	165.90
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	79.83	463.79

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	35.69	208.49
			Sub Total		2063.82	22.99	433.77	2520.58
JUL-2011	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	1.17	7.12
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	5.53	33.53
	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	1.16	7.01
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	13.01	78.01
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	31.92	191.92
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	37.10	226.92
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	33.01	205.81
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	51.58	321.31
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	26.24	163.77
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	79.05	492.64
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	171.93	1071.04

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Sub Total		2284.41	22.99	451.70	2759.10
=====					
AUG-2011	21181009	22-AUG-11	WYNREWARDS 5%	212.27	0.00
	TM0231666	27-AUG-11	MEMBER BENEFIT	37.10	0.00
	1231666	27-AUG-11	GDS & INTERNET	22.80	0.00
	TR0231666	27-AUG-11	TMC / CONSORTIA	4.32	0.00
	TA0231666	27-AUG-11	T/A COMMISSIONS	81.66	0.00
	41881181	31-AUG-11	5096A-SOFTHOTEL	127.34	10.19
	41882822	31-AUG-11	5715A-HughesNet	160.00	12.80
	41899214	31-AUG-11	Actual-1210A-MA	205.23	0.00
	41900578	31-AUG-11	Actual-1800A-RE	314.69	0.00
	41898166	31-AUG-11	Actual-1000A-RO	684.11	0.00
Sub Total		1849.52	22.99	329.87	2202.38
=====					
SEP-2011	30622435	15-SEP-11	ONLINE LRNG LIB	50.00	0.00
Sub Total		50.00	0.00	8.44	58.44

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	17.53	124.22
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	0.80	5.75
	41927326	30-SEP-11	Actual-1800A-RE		251.91	0.00	40.41	292.32
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	87.89	635.51
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	26.37	190.66
	41913504	30-SEP-11	5096A-SOFTHOTEL		127.34	10.19	22.05	159.58
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	27.74	200.54

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OCT-2011		Sub Total	1412.80	22.99	231.23	1667.02
10573905	13-OCT-11	GUEST SRVCS TRA	160.00	0.00	24.64	184.64
10573904	13-OCT-11	GUEST SATISFACT	45.00	0.00	6.96	51.96
21185062	22-OCT-11	WYNREWARDS 5%	63.81	0.00	9.56	73.37
TA0245550	27-OCT-11	T/A COMMISSIONS	9.50	0.00	1.41	10.91
41937039	31-OCT-11	5715A-HughesNet	160.00	12.80	25.07	197.87
41938336	31-OCT-11	5096A-SOFTHOTEL	127.34	10.19	19.92	157.45
41964372	31-OCT-11	Actual-1800A-RE	278.55	0.00	40.56	319.11
41962085	31-OCT-11	Actual-1000A-RO	605.55	0.00	88.16	693.71
41963350	31-OCT-11	Actual-1210A-MA	181.66	0.00	26.46	208.12
Sub Total			1631.41	22.99	242.74	1897.14

NOV-2011		Sub Total	48.48	0.00	6.49	54.97
21188925	22-NOV-11	WYNREWARDS 5%	48.48	0.00	6.49	54.97
41988022	30-NOV-11	Actual-1000A-RO	856.80	0.00	111.44	968.24
41989389	30-NOV-11	Actual-1210A-MA	257.04	0.00	33.42	290.46
41987793	30-NOV-11	Actual-1800A-RE	394.13	0.00	51.26	445.39
41972452	30-NOV-11	5096A-SOFTHOTEL	127.34	10.19	17.86	155.39
41970396	30-NOV-11	5715A-HughesNet	160.00	12.80	22.47	195.27
Sub Total			1843.79	22.99	242.94	2109.72

DEC-2011		Sub Total	27.06	0.00	3.23	30.29
21190799	22-DEC-11	WYNREWARDS 5%	27.06	0.00	3.23	30.29
42009518	31-DEC-11	5096A-SOFTHOTEL	127.34	10.19	15.73	153.26

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2012	42026893	31-DEC-11	Actual-1210A-MA		252.33	0.00	28.88	281.21
	42026685	31-DEC-11	Actual-1000A-RO		841.10	0.00	96.33	937.43
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	44.31	431.22
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	19.79	192.59
			Sub Total		1794.74	22.99	208.27	2026.00
JAN-2012	21194952	22-JAN-12	WYNREWARDS 5%		24.25	0.00	2.52	26.77
	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	17.11	189.91
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	13.60	151.18
	42054393	31-JAN-12	Actual-1210A-MA		241.49	0.00	23.88	265.37
	42055663	31-JAN-12	Actual-1800A-RE		370.28	0.00	36.63	406.91
FEB-2012	42053109	31-JAN-12	Actual-1000A-RO		804.96	0.00	79.65	884.61
			Sub Total		1728.37	22.99	173.39	1924.75
	21197657	22-FEB-12	WYNREWARDS 5%		25.20	0.00	2.22	27.42
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	14.60	187.40
	42085877	29-FEB-12	Actual-1210A-MA		295.63	0.00	24.97	320.60
MAR-2012	42086150	29-FEB-12	Actual-1000A-RO		985.45	0.00	83.25	1068.70
	42085622	29-FEB-12	Actual-1800A-RE		453.30	0.00	38.32	491.62
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	12.22	156.63
			Sub Total		2053.29	23.50	175.58	2252.37
	21200308	22-MAR-12	WYNREWARDS 5%		16.61	0.00	1.23	17.84
MAR-2012	42100612	31-MAR-12	5096A-SOFTHOTEL		133.71	10.70	9.97	154.38
	42100983	31-MAR-12	5715A-HughesNet		160.00	12.80	11.93	184.73
	42120226	31-MAR-12	Actual-1800A-RE		373.94	0.00	25.81	399.75
	42118917	31-MAR-12	Actual-1210A-MA		243.87	0.00	16.83	260.70
	42118647	31-MAR-12	Actual-1000A-RO		812.91	0.00	56.09	869.00

Report Date : 19-SEP-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 19-SEP-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
				Sub Total	1741.04	23.50	121.86	1886.40
=====								
APR-2012	21203749	22-APR-12	WYNREWARDS 5%		51.45	0.00	2.99	54.44
	42145762	30-APR-12	Accrual-1800A-R *		309.14	0.00	16.69	325.83
	42127467	30-APR-12	5096A-SOFTHOTEL		133.71	10.70	7.81	152.22
	42144024	30-APR-12	Accrual-1210A-M *		201.62	0.00	10.89	212.51
	42146384	30-APR-12	Accrual-1000A-R *		672.05	0.00	36.30	708.35
	42127278	30-APR-12	5715A-HughesNet		160.00	12.80	9.33	182.13
=====								
			Sub Total		1527.97	23.50	84.01	1635.48
=====								
MAY-2012	10607348	10-MAY-12	GUEST SRVCS TRA		160.00	0.00	7.84	167.84
	10607347	10-MAY-12	GUEST SATISFACT		38.00	0.00	1.86	39.86
	21205778	22-MAY-12	WYNREWARDS 5%		73.76	0.00	3.17	76.93
	42182913	31-MAY-12	Accrual-1210A-M *		258.93	0.00	9.96	268.89
	42158289	31-MAY-12	5715A-HughesNet		160.00	12.80	6.66	179.46
	42181718	31-MAY-12	Accrual-1000A-R *		863.10	0.00	33.23	896.33
	42157767	31-MAY-12	5096A-SOFTHOTEL		133.71	10.70	5.56	149.97
	42183045	31-MAY-12	Accrual-1800A-R *		397.03	0.00	15.28	412.31
=====								
			Sub Total		2084.53	23.50	83.56	2191.59
=====								
JUN-2012	21210598	22-JUN-12	WYNREWARDS 5%		60.32	0.00	1.65	61.97
	42209635	30-JUN-12	Accrual-1800A-R *		502.41	0.00	11.81	514.22
	42210208	30-JUN-12	Accrual-1210A-M *		327.66	0.00	7.70	335.36

Page 15 of 17

42191963	30-JUN-12	5715A-HughesNet	160.00	12.80	4.06	176.86
42208957	30-JUN-12	Accrual-1000A-R *	1092.20	0.00	25.67	1117.87
42192776	30-JUN-12	5096A-SOFTHOTEL	133.71	10.70	3.40	147.81

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Report Date : 19-SEP-12

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 19-SEP-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount, Tax	FinanceCharges	Total

				Sub Total	2276.30	23.50	54.29	2354.09
=====								
JUL-2012	21213533	22-JUL-12	WYNREWARDS 5%		46.81	0.00	0.59	47.40
	42225608	30-JUL-12	5715A-HughesNet		160.00	12.80	1.47	174.27
	42226837	30-JUL-12	5096A-SOFTHOTEL		133.71	10.70	1.23	145.64
	42243959	31-JUL-12	Accrual-1210A-M *		324.03	0.00	2.59	326.62
	42242210	31-JUL-12	Accrual-1800A-R *		496.85	0.00	3.97	500.82
	42242905	31-JUL-12	Accrual-1000A-R *		1080.10	0.00	8.64	1088.74
				Sub Total	2241.50	23.50	18.49	2283.49
=====								
AUG-2012	30708774	14-AUG-12	2013 ALLIANCE D		396.00	0.00	0.00	396.00
	21216335	22-AUG-12	WYNREWARDS 5%		65.46	0.00	0.00	65.46
	42273923	31-AUG-12	Accrual-1000A-R *		1117.20	0.00	0.00	1117.20
	42253545	31-AUG-12	5715A-HughesNet		160.00	12.80	0.00	172.80

Page 16 of 17

42275767	31-AUG-12	Accrual-1800A-R	*	513.91	0.00	0.00	513.91
42274682	31-AUG-12	Accrual-1210A-M	*	335.16	0.00	0.00	335.16
42253533	31-AUG-12	5096A-SOFTHOTEL		133.71	10.70	0.00	144.41
Sub Total				2721.44	23.50	0.00	2744.94
Grand Total				76035.38	817.77	20477.74	97330.89

Page 13 of 14

Report Date : 19-SEP-12

ITEMIZED STATEMENT

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 21 Sep 2012

Tracking Number:

1Z22445X0297677647

1 Address Information

Ship To: Jrp Hospitality Corp. Dharmesh Patel Days Inn 11691 Hwy 25 I-65 CALERA AL 350405078 Telephone:(205) 668-0560	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Sep 25, 2012
Shipping Fees Subtotal:	17.45 USD
Transportation	13.65 USD
Fuel Surcharge	1.80 USD
Delivery Area Surcharge	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	17.45 USD
Negotiated Total:	7.96 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT H

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

January 3, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4944-82657-4 LOCATED IN CALERA, AL (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated December 16, 2004, between JRP Hospitality Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on January 23, 2012, March 30, 2012, June 8, 2012, July 30, 2012 and September 21, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of January 2, 2013 your account is now past due in the amount of \$109,482.68. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM


HOTEL GROUP



Mr. Dharmesh Patel
January 3, 2013
Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,


Suzanne Lenimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Mona Christian

Report Date : 02-JAN-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 02-JAN-2013
 Customer No : 04944-82657-04-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-3078,US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	286.36	781.86
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	554.24	1631.41
			Sub Total		1572.67	0.00	840.60	2413.27
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	33.75	93.75

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10403831	17-SEP-09	GUEST SRVCS PRO	60.00	0.00	33.75	93.75
21112994	22-SEP-09	WYNREWARDS 5%	97.45	0.00	54.77	152.22
41142485	30-SEP-09	Actual-1800A-RE	544.62	0.00	307.43	852.05
41143204	30-SEP-09	Actual-1210A-MA	355.19	0.00	200.56	555.75
41143507	30-SEP-09	Actual-1000A-RO	1183.96	0.00	668.36	1852.32
41120521	30-SEP-09	5096A-SOFTHOTEL	115.50	9.24	70.09	194.83
41119235	30-SEP-09	5066A-DIRECWAY	150.00	12.00	91.11	253.11

Sub Total

2566.72	21.24	1459.82	4047.78
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OCT-2009

21116898	22-OCT-09	WYNREWARDS 5%	131.09	0.00	71.79	202.88
41172711	31-OCT-09	Actual-1800A-RE	576.79	0.00	315.77	892.56
41170506	31-OCT-09	Actual-1000A-RO	1253.89	0.00	686.61	1940.50
41171707	31-OCT-09	Actual-1210A-MA	376.17	0.00	205.91	582.08
41157918	31-OCT-09	5096A-SOFTHOTEL	115.50	9.24	68.22	192.96
41158668	31-OCT-09	5066A-DIRECWAY	150.00	12.00	88.68	250.68

Sub Total

2603.44	21.24	1436.98	4061.66
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NOV-2009

21119799	22-NOV-09	WYNREWARDS 5%	94.96	0.00	50.43	145.39
41190281	30-NOV-09	5066A-DIRECWAY	150.00	12.00	86.17	248.17
41189149	30-NOV-09	5096A-SOFTHOTEL	115.50	9.24	66.29	191.03
41207190	30-NOV-09	Actual-1210A-MA	265.96	0.00	142.22	408.18
41208067	30-NOV-09	Actual-1800A-RE	407.81	0.00	218.11	625.92
41205695	30-NOV-09	Actual-1000A-RO	886.53	0.00	474.09	1360.62

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Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	44.70	131.45
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	116.91	343.60
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	179.28	526.87
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	86.35	253.58
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	64.35	189.09
					755.63	0.00	389.74	1145.37
				Sub Total	1920.76	21.24	1037.31	2979.31
<hr/>								
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41254522	31-JAN-10	5096A-SOFTHOTEL		82.04	0.00	41.19	123.23
	41255951	31-JAN-10	5715A-HughesNet		115.50	9.24	62.61	187.35
	41273717	31-JAN-10	Actual-1800A-RE		160.00	12.80	86.84	259.64
	41273641	31-JAN-10	Actual-1210A-MA		355.01	0.00	184.89	539.90
	41271973	31-JAN-10	Actual-1000A-RO		231.53	0.00	120.56	352.09
					771.76	0.00	401.89	1173.65
				Sub Total	1687.00	21.63	881.33	2589.96
<hr/>								
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41283602	28-FEB-10	5096A-SOFTHOTEL		140.41	0.00	68.50	208.91
	41310237	28-FEB-10	Actual-1000A-RO		121.28	9.70	63.73	194.71
	41282725	28-FEB-10	5715A-HughesNet		993.37	0.00	502.14	1495.51
	41313577	28-FEB-10	Actual-1210A-MA		160.00	12.80	84.17	256.97
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	150.64	448.65
					456.95	0.00	230.92	687.87
				Sub Total	1715.84	22.04	897.98	2635.86
<hr/>								
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
					112.94	0.00	53.25	166.19
				Sub Total	2170.02	22.50	1100.10	3292.62

Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2010	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	453.09	1380.81
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	61.76	192.74
	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	135.86	414.17
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	208.31	635.06
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	81.57	254.37
			Sub Total		2027.00	22.50	993.84	3043.34
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	23.69	73.69
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	60.04	191.70
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	178.38	555.77
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	116.25	362.37
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	78.90	251.70
	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	59.74	190.72
MAY-2010	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	387.88	1208.29
			Sub Total		1906.96	22.50	904.88	2834.24
	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	32.76	104.58
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	41.27	134.73
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	57.77	188.75
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	180.71	590.17
MAY-2010	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	76.30	249.10
	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	392.80	1282.92
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	117.88	384.92
			Sub Total		2013.18	22.50	899.49	2935.17

JUN-2010	30448551	04-JUN-10	OFA Credit	(77.20)	0.00	0.00	(77.20)
	10468863	17-JUN-10	GUEST SATISFACT	31.39	0.00	13.42	44.81
	21139156	22-JUN-10	WYNREWARDS 5%	223.76	0.00	95.38	319.14
	30454758	25-JUN-10	G/S TRANSACTION	100.00	0.00	42.60	142.60
	41451244	30-JUN-10	Actual-1800A-RE	511.75	0.00	218.14	729.89

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Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	142.26	476.01
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	474.23	1586.74
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	55.74	186.72
	41433504	30-JUN-10	5715A-HughesNet		160.00	12.80	73.62	246.42
			Sub Total		2517.24	22.50	1115.39	3655.13
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	24.29	81.29
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	68.16	228.16
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	48.30	165.98
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	160.92	553.55
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	104.91	360.97
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	53.72	184.70
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	70.95	243.75
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	349.69	1203.23
			Sub Total		2118.19	22.50	880.94	3021.63

AUG-2010	21145479	22-AUG-10	WYNREWARDS 5%	194.62	0.00	77.02	271.64
	41512288	31-AUG-10	Actual-1210A-MA	237.42	0.00	93.92	331.34
	41493273	31-AUG-10	5715A-HughesNet	160.00	12.80	68.35	241.15
	41490063	31-AUG-10	5096A-SOFTHOTEL	121.28	9.70	51.75	182.73
	41511965	31-AUG-10	Actual-1000A-RO	791.41	0.00	313.16	1104.57
	41513149	31-AUG-10	Actual-1800A-RE	364.05	0.00	144.00	508.05

Sub Total	1868.78	22.50	748.20	2639.48
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SEP-2010	21146960	22-SEP-10	WYNREWARDS 5%	180.98	0.00	68.79	249.77
	41540258	30-SEP-10	Actual-1800A-RE	482.89	0.00	183.36	666.25
	41537879	30-SEP-10	Actual-1000A-RO	1049.76	0.00	398.82	1448.58
	41529842	30-SEP-10	5715A-HughesNet	160.00	12.80	65.68	238.48
	41529825	30-SEP-10	5096A-SOFTHOTEL	121.28	9.70	49.73	180.71
	41538872	30-SEP-10	Actual-1210A-MA	314.93	0.00	119.60	434.53

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LJ

Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date : 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%					
	41576244	31-OCT-10	Actual-1000A-RO		519.35	0.00	189.56	708.91
	41575919	31-OCT-10	Actual-1210A-MA		1350.87	0.00	493.06	1843.93
					405.26	0.00	147.91	553.17
			Sub Total		2309.84	22.50	885.98	3218.32

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41575792	31-OCT-10	Actual-1800A-RE	621.40	0.00	226.78	848.18
41563038	31-OCT-10	5096A-SOFTHOTEL	121.28	9.70	47.76	178.74
41562831	31-OCT-10	5715A-HughesNet	160.00	12.80	63.08	235.88
		Sub Total	3178.16	22.50	1168.15	4368.81
=====						
NOV-2010	21154909	WYNREWARDS 5%	191.33	0.00	66.92	258.25
	41586615	5715A-HughesNet	160.00	12.80	60.40	233.20
	41608709	Actual-1000A-RO	831.48	0.00	290.61	1122.09
	41606325	Actual-1800A-RE	382.48	0.00	133.72	516.20
	41586063	5096A-SOFTHOTEL	121.28	9.70	45.73	176.71
	41606274	Actual-1210A-MA	249.44	0.00	87.21	336.65
		Sub Total	1936.01	22.50	684.59	2643.10
=====						
DEC-2010	10515603	GUEST SATISFACT	62.70	0.00	21.89	84.59
	10515601	GUEST SRVCS TRA	160.00	0.00	55.92	215.92
	21155300	WYNREWARDS 5%	93.31	0.00	31.21	124.52
	41644229	Actual-1000A-RO	467.54	0.00	156.17	623.71
	41642272	Actual-1210A-MA	140.26	0.00	46.76	187.02
	41625402	5715A-HughesNet	160.00	12.80	57.72	230.52
	41622775	5096A-SOFTHOTEL	121.28	9.70	43.71	174.69
	41643857	Actual-1800A-RE	215.07	0.00	71.82	286.89

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%					
	41671828	31-JAN-11	Actual-1800A-RE		117.04	0.00	38.79	155.83
	41674005	31-JAN-11	Actual-1210A-MA		222.35	0.00	72.79	295.14
	41659470	31-JAN-11	5096A-SOFTHOTEL		145.01	0.00	47.48	192.49
	41672571	31-JAN-11	Actual-1000A-RO		121.28	9.70	42.79	173.77
	41658460	31-JAN-11	5715A-HughesNet		483.37	0.00	158.03	641.40
					160.00	12.80	56.51	229.31
			Sub Total		1420.16	22.50	485.20	1927.86
FEB-2011	10523143	09-FEB-11	GUEST SATISFACT					
	10523141	09-FEB-11	GUEST SRVCS TRA		35.00	0.00	11.30	46.30
	30541674	14-FEB-11	SUMMIT 2011 FEE		160.00	0.00	51.60	211.60
	21161416	22-FEB-11	WYNREWARDS 5%		599.00	0.00	191.68	790.68
	41693486	28-FEB-11	5096A-SOFTHOTEL		62.40	0.00	19.78	82.18
	41693528	28-FEB-11	5715A-HughesNet		127.34	10.19	43.00	180.53
	41711430	28-FEB-11	Actual-1800A-RE		160.00	12.80	54.09	226.89
	41710920	28-FEB-11	Actual-1210A-MA		230.45	0.00	72.13	302.58
	41712905	28-FEB-11	Actual-1000A-RO		150.30	0.00	47.01	197.31
					500.99	0.00	156.82	657.81
MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA					
	10528838	17-MAR-11	GUEST SATISFACT		2025.48	22.99	647.41	2695.88
	21164662	22-MAR-11	WYNREWARDS 5%					
	41734698	31-MAR-11	Actual-1210A-MA		160.00	0.00	48.72	208.72
	41724826	31-MAR-11	5096A-SOFTHOTEL		25.00	0.00	7.67	32.67
	41736362	31-MAR-11	Actual-1800A-RE		72.40	0.00	21.87	94.27
	41735781	31-MAR-11	Actual-1000A-RO		237.95	0.00	70.89	308.84
	41726583	31-MAR-11	5715A-HughesNet		127.34	10.19	40.87	178.40
					364.86	0.00	108.68	473.54
					793.18	0.00	236.19	1029.37
					160.00	12.80	51.42	224.22
			Sub Total		2025.48	22.99	647.41	2695.88

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT		(79.76)	0.00	0.00	(79.76)
	21168096	22-APR-11	WYNREWARDS 5%		157.24	0.00	45.09	202.33
	41772706	30-APR-11	Actual-1800A-RE		540.88	0.00	152.66	693.54
	41755957	30-APR-11	5096A-SOFTHOTEL		127.34	10.19	38.81	176.34
	41756456	30-APR-11	5715A-HughesNet		160.00	12.80	48.82	221.62
	41775292	30-APR-11	Actual-1000A-RO		1175.82	0.00	332.06	1507.88
	41773473	30-APR-11	Actual-1210A-MA		352.75	0.00	99.61	452.36
			Sub Total		1940.73	22.99	586.31	2550.03
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	21170142	22-MAY-11	WYNREWARDS 5%		105.42	0.00	28.58	134.00
	21170722	22-MAY-11	WYNREWARDS CRDT		(48.20)	0.00	0.00	(48.20)
	41782888	31-MAY-11	5096A-SOFTHOTEL		127.34	10.19	36.68	174.21
	41784405	31-MAY-11	5715A-HughesNet		160.00	12.80	46.15	218.95
	41807084	31-MAY-11	Actual-1000A-RO		1861.08	0.00	496.97	2358.05
	41805265	31-MAY-11	Actual-1800A-RE		856.09	0.00	228.57	1084.66
	41804019	31-MAY-11	Actual-1210A-MA		558.32	0.00	149.01	707.33
			Sub Total		2434.27	22.99	717.05	3174.31
<hr/>								
JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%		115.43	0.00	29.55	144.98
	TA0218569	27-JUN-11	T/A COMMISSIONS		70.06	0.00	17.80	87.86
			Sub Total		3599.05	22.99	985.96	4608.00

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1218569	27-JUN-11	GDS & INTERNET	81.30	0.00	20.61	101.91
TV0218569	27-JUN-11	GOVERNMENT FEES	12.78	0.00	3.25	16.03
TM0218569	27-JUN-11	MEMBER BENEFIT	27.85	0.00	7.05	34.90
41836651	30-JUN-11	Actual-1210A-MA	250.41	0.00	63.46	313.87
41813606	30-JUN-11	5096A-SOFTHOTEL	127.34	10.19	34.62	172.15
41836289	30-JUN-11	Actual-1000A-RO	834.69	0.00	211.53	1046.22
41838147	30-JUN-11	Actual-1800A-RE	383.96	0.00	97.30	481.26

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	43.55	216.35
			Sub Total		2063.82	22.99	528.72	2615.53
JUL-2011	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	1.43	7.28
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	6.80	34.80
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	1.44	7.39
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	39.20	199.20
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	15.98	80.98
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	45.74	235.56
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	40.87	213.67
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	97.86	511.45
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	63.86	333.59
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	212.85	1111.96
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	32.49	170.02

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AUG-2011		Sub Total	2284.41	22.99	558.52	2865.92
21181009	22-AUG-11	WYNREWARDS 5%	212.27	0.00	47.85	260.12
TA0231666	27-AUG-11	T/A COMMISSIONS	81.66	0.00	18.22	99.88
TR0231666	27-AUG-11	TMC / CONSORTIA	4.32	0.00	0.96	5.28
TM0231666	27-AUG-11	MEMBER BENEFIT	37.10	0.00	8.33	45.43
1231666	27-AUG-11	GDS & INTERNET	22.80	0.00	5.05	27.85
41899214	31-AUG-11	Actual-1210A-MA	205.23	0.00	45.36	250.59
41882822	31-AUG-11	5715A-HughesNet	160.00	12.80	38.20	211.00
41900578	31-AUG-11	Actual-1800A-RE	314.69	0.00	69.56	384.25
41898166	31-AUG-11	Actual-1000A-RO	684.11	0.00	151.15	835.26
41881181	31-AUG-11	5096A-SOFTHOTEL	127.34	10.19	30.36	167.89
Sub Total			1849.52	22.99	415.04	2287.55

SEP-2011		Sub Total	50.00	0.00	10.72	60.72
30622435	15-SEP-11	ONLINE LRNG LIB				

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
21183885	22-SEP-11	WYNREWARDS 5%			106.69	0.00	22.38	129.07
1238895	29-SEP-11	GDS & INTERNET			4.95	0.00	1.02	5.97
41927326	30-SEP-11	Actual-1800A-RE			251.91	0.00	51.87	303.78
41926122	30-SEP-11	Actual-1210A-MA			164.29	0.00	33.84	198.13
41914792	30-SEP-11	5715A-HughesNet			160.00	12.80	35.60	208.40
41924889	30-SEP-11	Actual-1000A-RO			547.62	0.00	112.80	660.42
41913504	30-SEP-11	5096A-SOFTHOTEL			127.34	10.19	28.30	165.83

		Sub Total				
		1412.80			22.99	296.53
						1732.32
OCT-2011	10573904	13-OCT-11	GUEST SATISFACT			
	10573905	13-OCT-11	GUEST SRVCS TRA	45.00	0.00	9.02
	21185062	22-OCT-11	WYNREWARDS 5%	160.00	0.00	31.92
	TA0245550	27-OCT-11	T/A COMMISSIONS	63.81	0.00	12.47
	41937039	31-OCT-11	5715A-HughesNet	9.50	0.00	1.84
	41938336	31-OCT-11	5096A-SOFTHOTEL	160.00	12.80	32.93
	41964372	31-OCT-11	Actual-1800A-RE	127.34	10.19	26.17
	41962085	31-OCT-11	Actual-1000A-RO	278.55	0.00	53.24
	41963350	31-OCT-11	Actual-1210A-MA	605.55	0.00	115.71
				181.66	0.00	34.72
			Sub Total	1631.41	22.99	318.02
						1972.42

NOV-2011	21188925	22-NOV-11	WYNREWARDS 5%			
	41988022	30-NOV-11	Actual-1000A-RO	48.48	0.00	8.70
	41989389	30-NOV-11	Actual-1210A-MA	856.80	0.00	150.42
	41987793	30-NOV-11	Actual-1800A-RE	257.04	0.00	45.12
	41972452	30-NOV-11	5096A-SOFTHOTEL	394.13	0.00	69.19
	41970396	30-NOV-11	5715A-HughesNet	127.34	10.19	24.11
				160.00	12.80	30.33
			Sub Total	1843.79	22.99	327.87
						2194.65

DEC-2011	21190799	22-DEC-11	WYNREWARDS 5%			
	42009518	31-DEC-11	5096A-SOFTHOTEL	27.06	0.00	4.47
				127.34	10.19	21.98
						31.53
						159.51

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42026893	31-DEC-11	Actual-1210A-MA		252.33	0.00	40.35	292.68
	42026685	31-DEC-11	Actual-1000A-RO		841.10	0.00	134.61	975.71
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	61.91	448.82
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	27.65	200.45
			Sub Total		1794.74	22.99	290.97	2108.70
JAN-2012	21194952	22-JAN-12	WYNREWARDS 5%		24.25	0.00	3.62	27.87
	42054393	31-JAN-12	Actual-1210A-MA		241.49	0.00	34.86	276.35
	42053109	31-JAN-12	Actual-1000A-RO		804.96	0.00	116.27	921.23
	42055663	31-JAN-12	Actual-1800A-RE		370.28	0.00	53.47	423.75
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	19.85	157.43
	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	24.97	197.77
			Sub Total		1728.37	22.99	253.04	2004.40
FEB-2012	21197657	22-FEB-12	WYNREWARDS 5%		25.20	0.00	3.37	28.57
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	18.80	163.21
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	22.46	195.26
	42086150	29-FEB-12	Actual-1000A-RO		985.45	0.00	128.08	1113.53
	42085877	29-FEB-12	Actual-1210A-MA		295.63	0.00	38.41	334.04
	42085622	29-FEB-12	Actual-1800A-RE		453.30	0.00	58.95	512.25
			Sub Total		2053.29	23.50	270.07	2346.86
MAR-2012	21200308	22-MAR-12	WYNREWARDS 5%		16.61	0.00	1.99	18.60
	42100612	31-MAR-12	5096A-SOFTHOTEL		133.71	10.70	16.55	160.96
	42100983	31-MAR-12	5715A-HughesNet		160.00	12.80	19.79	192.59
	42120226	31-MAR-12	Actual-1800A-RE		373.94	0.00	42.83	416.77
	42118917	31-MAR-12	Actual-1210A-MA		243.87	0.00	27.93	271.80
	42118647	31-MAR-12	Actual-1000A-RO		812.91	0.00	93.07	905.98

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 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
				Sub Total	1741.04	23.50	202.16	1966.70
=====								
APR-2012	21203749	22-APR-12	WYNREWARDS 5%		51.45	0.00	5.33	56.78
	42127467	30-APR-12	5096A-SOFTHOTEL		133.71	10.70	14.39	158.80
	42145762	30-APR-12	Accrual-1800A-R		309.14	0.00	30.76	339.90
	42146384	30-APR-12	Accrual-1000A-R		672.05	0.00	66.88	738.93
	42144024	30-APR-12	Accrual-1210A-M		201.62	0.00	20.06	221.68
	42127278	30-APR-12	5715A-HughesNet		160.00	12.80	17.19	189.99
=====								
			Sub Total		1527.97	23.50	154.61	1706.08
=====								
MAY-2012	10607347	10-MAY-12	GUEST SATISFACT		38.00	0.00	3.59	41.59
	10607348	10-MAY-12	GUEST SRVCS TRA		160.00	0.00	15.12	175.12
	21205778	22-MAY-12	WYNREWARDS 5%		73.76	0.00	6.53	80.29
	42158289	31-MAY-12	5715A-HughesNet		160.00	12.80	14.52	187.32
	42181718	31-MAY-12	Actual-1000A-RO		868.30	0.00	72.73	941.03
	42182913	31-MAY-12	Actual-1210A-MA		260.49	0.00	21.82	282.31
	42157767	31-MAY-12	5096A-SOFTHOTEL		133.71	10.70	12.14	156.55
	42193045	31-MAY-12	Actual-1600A-RE		399.42	0.00	33.45	432.87
=====								
			Sub Total		2093.68	23.50	179.90	2297.08
=====								
JUN-2012	21210598	22-JUN-12	WYNREWARDS 5%		60.32	0.00	4.38	64.70
	42208957	30-JUN-12	Actual-1000A-RO		1092.20	0.00	75.36	1167.56
	42209635	30-JUN-12	Actual-1800A-RE		502.41	0.00	34.68	537.09

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42210208	30-JUN-12	Actual-1210A-WA	327.66	0.00	22.60	350.26
42192776	30-JUN-12	5096A-SOFTHOTEL	133.71	10.70	9.98	154.39
42191963	30-JUN-12	5715A-HughesNet	160.00	12.80	11.92	184.72

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUL-2012								
	21213533	22-JUL-12	WYNREWARDS 5%		46.81	0.00	2.72	49.53
	42225608	30-JUL-12	5715A-HughesNet		160.00	12.80	9.33	182.13
	42226837	30-JUL-12	5096A-SOFTHOTEL		133.71	10.70	7.81	152.22
	42242210	31-JUL-12	Actual-1800A-RE		495.23	0.00	26.51	521.74
	42243959	31-JUL-12	Actual-1210A-WA		322.98	0.00	17.28	340.26
	42242905	31-JUL-12	Actual-1000A-RO		1076.59	0.00	57.63	1134.22
				Sub Total	2276.30	23.50	158.92	2458.72
AUG-2012								
	30708774	14-AUG-12	2013 ALLIANCE D		396.00	0.00	0.00	396.00
	21216335	22-AUG-12	WYNREWARDS 5%		65.46	0.00	2.78	68.24
	42253533	31-AUG-12	5096A-SOFTHOTEL		133.71	10.70	5.49	149.90
	42253545	31-AUG-12	5715A-HughesNet		160.00	12.80	6.57	179.37
				Sub Total	2235.32	23.50	121.23	2380.10

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42274682	31-AUG-12	Actual-1210A-MA	357.38	0.00	13.58	370.96
42275767	31-AUG-12	Actual-1800A-RE	547.99	0.00	20.82	568.81
42273923	31-AUG-12	Actual-1000A-RO	1191.27	0.00	45.26	1236.53

Sub Total			2851.81	23.50	94.50	2969.81
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SEP-2012	21217450	WYNREWARDS 5%				
42302710	22-SEP-12	Actual-1210A-MA	66.24	0.00	1.78	68.02
42304011	30-SEP-12	Actual-1800A-RE	291.31	0.00	6.70	298.01
42288982	30-SEP-12	Actual-1800A-RE	446.68	0.00	10.27	456.95
42287664	30-SEP-12	5096A-SOFTHOTEL	133.71	10.70	3.33	147.74
42301203	30-SEP-12	5715A-HughesNet	160.00	12.80	3.97	176.77
	30-SEP-12	Actual-1000A-RO	971.03	0.00	22.34	993.37

Sub Total			2068.97	23.50	48.39	2140.86
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Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 02-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2012	30726671	02-OCT-12	ONLINE LRNG LIB		50.00	0.00	1.10	51.10
	21221858	22-OCT-12	WYNREWARDS 5%		33.81	0.00	0.41	34.22
	42336116	31-OCT-12	Accrual-1800A-R		465.80	0.00	3.49	469.29
	42335055	31-OCT-12	Accrual-1210A-M		303.78	0.00	2.28	306.06
	42334836	31-OCT-12	Accrual-1000A-R		1012.60	0.00	7.59	1020.19
	42316899	31-OCT-12	5096A-SOFTHOTEL		133.71	10.70	1.08	145.49
	42316832	31-OCT-12	5715A-HughesNet		160.00	12.80	1.30	174.10

NOV-2012		21223841	22-NOV-12	WYNREWARDS 5%	2159.70	23.50	17.25	2200.45
		42349402	30-NOV-12	5715A-HughesNet	120.35	0.00	0.00	120.35
		42366086	30-NOV-12	Accrual-1800A-R	160.00	12.80	0.00	172.80
		42364315	30-NOV-12	Accrual-1210A-M	450.64	0.00	0.00	450.64
		42367697	30-NOV-12	Accrual-1000A-R	293.90	0.00	0.00	293.90
		42350150	30-NOV-12	5096A-SOFTHOTEL	979.65	0.00	0.00	979.65
					133.71	10.70	0.00	144.41
Sub Total					2138.25	23.50	0.00	2161.75
DEC-2012		10651626	12-DEC-12	GUEST SRVCS TRA	160.00	0.00	0.00	160.00
		10651628	12-DEC-12	GUEST SATISFACT	80.00	0.00	0.00	80.00
		21226918	22-DEC-12	WYNREWARDS 5%	58.61	0.00	0.00	58.61
		42380376	31-DEC-12	5715A-HughesNet	160.00	12.80	0.00	172.80
		42380181	31-DEC-12	5096A-SOFTHOTEL	133.71	10.70	0.00	144.41
		42397634	31-DEC-12	Accrual-1210A-M	244.31	0.00	0.00	244.31
		42399434	31-DEC-12	Accrual-1800A-R	374.60	0.00	0.00	374.60
		42398887	31-DEC-12	Accrual-1000A-R	814.35	0.00	0.00	814.35
Sub Total					2025.58	23.50	0.00	2049.08

Page 14 of 15

Report Date : 02-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 02-JAN-2013

Page 18 of 18

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

Grand Total					84561.22	911.77	24009.69	109482.68
					=====	=====	=====	=====

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

Page 15 of 15



Shipment Receipt

Transaction Date: 03 Jan 2013

Tracking Number:

1Z22445X0294949108

1 Address Information

Ship To: Jrp Hospitality Corp. Dharmesh Patel Days Inn 11691 Hwy 25 I-65 CALERA AL 350405078 Telephone:(205) 668-0560	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Jan 7, 2013
Shipping Fees Subtotal:	18.76 USD
Transportation	14.75 USD
Fuel Surcharge	1.86 USD
Delivery Area Surcharge	
Package 1	2.15 USD

4 Payment Information

Bill Shipping Charges to:
 Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	18.76 USD
Negotiated Total:	8.16 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT I

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445

January 22, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Dharmesh Patel
JRP Hospitality Corporation
11691 Highway 25 & I-65
Calera, AL 35040

Re: NOTICE OF TERMINATION of License Agreement, dated December 16, 2004, (the "Agreement") between JRP Hospitality Corporation ("you" or "your") and Days Inns Worldwide, Inc., ("we", "our" or "us") for the Days Inn® System Unit #4944-82657-4 located in Calera, AL (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the License granted under the Agreement to operate the Facility as part of the Days Inn System (the "Notice"). This termination is a result of your failure to cure your default under the Agreement, due to your failure to meet your financial obligations. The termination of your Agreement is effective as of the date of this Notice (the "Termination Date").

Because your Agreement has terminated, you must now perform your post-termination obligations such as the removal of all items that display or refer to the Days Inn brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the delivery date of this Notice.

You must also immediately pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of January 22, 2013, you owe us \$110,754.39 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$88,000.00 as specified in Section 12.1 of the Agreement. You must also pay \$325.00 for de-commission fees for the termination of the Connectivity Equipment Lease and Services Addendum. The Addendum has also terminated on the Termination Date.

Please know that, because the Agreement is terminated, you also have lost your right to continue to use the seamless interface version of your property management system. You must now make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have limited functionality from the system. Should you wish to continue using an independent version of the software and be interested in a minimum continuation agreement of 24 months, please contact Sabre at 877-520-3646, an authorized reseller of the WynGuest product. If your property is planning to migrate to another property management system in less than 24 months, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Scott Robertson at 506-631-2104 to obtain reporting of that data.

WYNDHAM

HOTEL GROUP



Mr. Dharmesh Patel
January 22, 2013
Page Two


If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Days name and marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the date of this Notice.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. Please consider this letter to be a notice and demand for payment under any Guaranty of the Agreement, directed to your Guarantors.

If you have any questions regarding your obligations under this Notice, please contact Larry Geer, Senior Director of Settlements, at (973) 753-7131.

Sincerely,


Suzanne Fehinore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Vikram Patel (Guarantor)
Natwarbahi Patel (Guarantor)
Clyde Guinn
Larry Geer

Report Date : 22-JAN-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 22-JAN-2013
Customer No : 04944-82657-04-DAY
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included: Yes

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2009	41100080	31-AUG-09	Actual-1800A-RE		495.50	0.00	294.04	789.54
	41098203	31-AUG-09	Actual-1000A-RO		1077.17	0.00	566.81	1643.98
			Sub Total		1572.67	0.00	860.85	2433.52
SEP-2009	10402506	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	34.67	94.67
	10403831	17-SEP-09	GUEST SRVCS PRO		60.00	0.00	34.67	94.67
	21112994	22-SEP-09	WYNREWARDS 5%		97.45	0.00	56.26	153.71
	41142485	30-SEP-09	Actual-1800A-RE		544.62	0.00	315.87	860.49
	41143204	30-SEP-09	Actual-1210A-MA		355.19	0.00	206.07	561.26
	41143507	30-SEP-09	Actual-1000A-RO		1183.96	0.00	686.71	1870.67
	41120521	30-SEP-09	5096A-SOFTHOTEL		115.50	9.24	72.02	196.76
	41119235	30-SEP-09	5066A-DIRECWAY		150.00	12.00	93.62	255.62
			Sub Total		2566.72	21.24	1499.89	4087.85
OCT-2009	21116898	22-OCT-09	WYNREWARDS 5%		131.09	0.00	73.82	204.91
	41172711	31-OCT-09	Actual-1800A-RE		576.79	0.00	324.71	901.50
	41170506	31-OCT-09	Actual-1000A-RO		1253.89	0.00	706.05	1959.94
	41171707	31-OCT-09	Actual-1210A-MA		376.17	0.00	211.74	587.91
	41157918	31-OCT-09	5096A-SOFTHOTEL		115.50	9.24	70.15	194.89
	41158668	31-OCT-09	5066A-DIRECWAY		150.00	12.00	91.19	253.19
NOV-2009			Sub Total		2603.44	21.24	1477.66	4102.34
	21119799	22-NOV-09	WYNREWARDS 5%		94.96	0.00	51.90	146.86
	41190281	30-NOV-09	5066A-DIRECWAY		150.00	12.00	88.68	250.68
	41189149	30-NOV-09	5096A-SOFTHOTEL		115.50	9.24	68.22	192.96
	41207190	30-NOV-09	Actual-1210A-MA		265.96	0.00	146.34	412.30
	41208067	30-NOV-09	Actual-1800A-RE		407.81	0.00	224.43	632.24
	41205695	30-NOV-09	Actual-1000A-RO		886.53	0.00	487.83	1374.36

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
DEC-2009	21122391	22-DEC-09	WYNREWARDS 5%					
	41241059	31-DEC-09	Actual-1210A-MA		86.75	0.00	46.04	132.79
	41242078	31-DEC-09	Actual-1800A-RE		226.69	0.00	120.42	347.11
	30383339	31-DEC-09	DEC-09 PRORATE		347.59	0.00	184.67	532.26
	41220755	31-DEC-09	5096A-SOFTHOTEL		154.84	12.39	88.94	256.17
	41238695	31-DEC-09	Actual-1000A-RO		115.50	9.24	66.28	191.02
				Sub Total	1920.76	21.24	1067.40	3009.40
JAN-2010	21125085	22-JAN-10	WYNREWARDS 5%					
	41254522	31-JAN-10	5096A-SOFTHOTEL		82.04	0.00	42.46	124.50
	41255951	31-JAN-10	5715A-HughesNet		115.50	9.24	64.54	189.28
	41273717	31-JAN-10	Actual-1800A-RE		160.00	12.80	89.52	262.32
	41273641	31-JAN-10	Actual-1210A-MA		355.01	0.00	190.39	545.40
	41271973	31-JAN-10	Actual-1000A-RO		231.53	0.00	124.15	355.68
				Sub Total	1687.00	21.63	907.80	2616.43
FEB-2010	21127308	22-FEB-10	WYNREWARDS 5%					
	41283602	28-FEB-10	5096A-SOFTHOTEL		140.41	0.00	70.68	211.09
	41310237	28-FEB-10	Actual-1000A-RO		121.28	9.70	65.76	196.74
	41282725	28-FEB-10	5715A-HughesNet		993.37	0.00	517.54	1510.91
	41313577	28-FEB-10	Actual-1210A-MA		160.00	12.80	86.85	259.65
	41313418	28-FEB-10	Actual-1800A-RE		298.01	0.00	155.26	453.27
				Sub Total	1715.84	22.04	924.91	2662.79
MAR-2010	21130254	22-MAR-10	WYNREWARDS 5%					
				Sub Total	2170.02	22.50	1134.09	3326.61
					112.94	0.00	55.00	167.94

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2010	41346033	31-MAR-10	Actual-1000A-RO		927.72	0.00	467.47	1395.19
	41331355	31-MAR-10	5096A-SOFTHOTEL		121.28	9.70	63.79	194.77
	41346827	31-MAR-10	Actual-1210A-MA		278.31	0.00	140.17	418.48
	41348127	31-MAR-10	Actual-1800A-RE		426.75	0.00	214.92	641.67
	41329048	31-MAR-10	5715A-HughesNet		160.00	12.80	84.25	257.05
				Sub Total	2027.00	22.50	1025.60	3075.10
<hr/>								
APR-2010	30427670	14-APR-10	ONLINE LRNG LIB		50.00	0.00	24.47	74.47
	21132716	22-APR-10	WYNREWARDS 5%		131.66	0.00	62.08	193.74
	41374357	30-APR-10	Actual-1800A-RE		377.39	0.00	184.23	561.62
	41376050	30-APR-10	Actual-1210A-MA		246.12	0.00	120.06	366.18
	41364322	30-APR-10	5715A-HughesNet		160.00	12.80	81.58	254.38
APR-2010	41364072	30-APR-10	5096A-SOFTHOTEL		121.28	9.70	61.77	192.75
	41376507	30-APR-10	Actual-1000A-RO		820.41	0.00	400.60	1221.01
				Sub Total	1906.86	22.50	934.79	2864.15
<hr/>								
MAY-2010	10460475	06-MAY-10	GUEST SATISFACT		71.82	0.00	33.87	105.69
	21136808	22-MAY-10	WYNREWARDS 5%		93.46	0.00	42.72	136.18
	41389519	31-MAY-10	5096A-SOFTHOTEL		121.28	9.70	59.80	190.78
	41407008	31-MAY-10	Actual-1800A-RE		409.46	0.00	187.06	596.52
	41390364	31-MAY-10	5715A-HughesNet		160.00	12.80	78.98	251.78
MAY-2010	41409429	31-MAY-10	Actual-1000A-RO		890.12	0.00	406.60	1296.72
	41407704	31-MAY-10	Actual-1210A-MA		267.04	0.00	122.02	389.06
				Sub Total	2013.18	22.50	931.05	2966.73
<hr/>								
JUN-2010	30448551	04-JUN-10	OPA Credit		(77.20)	0.00	0.00	(77.20)
	10468863	17-JUN-10	GUEST SATISFACT		31.39	0.00	13.90	45.29
	21139156	22-JUN-10	WYNREWARDS 5%		223.76	0.00	98.85	322.61
	30454758	25-JUN-10	G/S TRANSACTION		100.00	0.00	44.15	144.15
	41451244	30-JUN-10	Actual-1800A-RE		511.75	0.00	226.07	737.82

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUL-2010	41449936	30-JUN-10	Actual-1210A-MA		333.75	0.00	147.43	481.18
	41448959	30-JUN-10	Actual-1000A-RO		1112.51	0.00	491.47	1603.98
	41431619	30-JUN-10	5096A-SOFTHOTEL		121.28	9.70	57.77	188.75
	41433504	30-JUN-10	5715A-HughesNet		160.00	12.80	76.30	249.10
			Sub Total		2517.24	22.50	1155.94	3695.68
JUL-2010	10473415	08-JUL-10	GUEST SATISFACT		57.00	0.00	25.17	82.17
	10473416	08-JUL-10	GUEST SRVCS TRA		160.00	0.00	70.64	230.64
	21142774	22-JUL-10	WYNREWARDS 5%		117.68	0.00	50.12	167.80
	41478181	31-JUL-10	Actual-1800A-RE		392.63	0.00	167.01	559.64
	41477053	31-JUL-10	Actual-1210A-MA		256.06	0.00	108.88	364.94
	41459119	31-JUL-10	5096A-SOFTHOTEL		121.28	9.70	55.75	186.73
	41458209	31-JUL-10	5715A-HughesNet		160.00	12.80	73.63	246.43
	41475992	31-JUL-10	Actual-1000A-RO		853.54	0.00	362.92	1216.46
AUG-2010			Sub Total		2118.19	22.50	914.12	3054.81
	21145479	22-AUG-10	WYNREWARDS 5%		194.62	0.00	80.04	274.66
	41512288	31-AUG-10	Actual-1210A-MA		237.42	0.00	97.60	335.02
	41493273	31-AUG-10	5715A-HughesNet		160.00	12.80	71.03	243.83
	41490063	31-AUG-10	5096A-SOFTHOTEL		121.28	9.70	53.78	184.76
AUG-2010	41511965	31-AUG-10	Actual-1000A-RO		791.41	0.00	325.43	1116.84
	41513149	31-AUG-10	Actual-1800A-RE		364.05	0.00	149.64	513.69
			Sub Total		1868.78	22.50	777.52	2668.80
	21146960	22-SEP-10	WYNREWARDS 5%		180.98	0.00	71.60	252.58
	41540258	30-SEP-10	Actual-1800A-RE		482.89	0.00	190.84	673.73
SEP-2010	41537879	30-SEP-10	Actual-1000A-RO		1049.76	0.00	415.09	1464.85
	41529842	30-SEP-10	5715A-HughesNet		160.00	12.80	68.36	241.16
	41529825	30-SEP-10	5096A-SOFTHOTEL		121.28	9.70	51.76	182.74
	41538872	30-SEP-10	Actual-1210A-MA		314.93	0.00	124.48	439.41
			Sub Total		1868.78	22.50	777.52	2668.80

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65.CALERA,AL,35040-5078,US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
OCT-2010	21152024	22-OCT-10	WYNREWARDS 5%					
	41576244	31-OCT-10	Actual-1000A-RO		519.35	0.00	197.61	716.96
	41575919	31-OCT-10	Actual-1210A-WA		1350.87	0.00	514.00	1864.87
	41575792	31-OCT-10	Actual-1800A-RE		405.26	0.00	154.19	559.45
	41563038	31-OCT-10	5096A-SOFTHOTEL		621.40	0.00	236.41	857.81
	41562831	31-OCT-10	5715A-HughesNet		121.28	9.70	49.79	180.77
					160.00	12.80	65.76	238.56
			Sub Total		2309.84	22.50	922.13	3254.47
<hr/>								
NOV-2010	21154909	22-NOV-10	WYNREWARDS 5%					
	41586615	30-NOV-10	5715A-HughesNet		191.33	0.00	69.89	261.22
	41608709	30-NOV-10	Actual-1000A-RO		160.00	12.80	63.08	235.88
	41606325	30-NOV-10	Actual-1800A-RE		831.48	0.00	303.50	1134.98
	41586063	30-NOV-10	5096A-SOFTHOTEL		382.48	0.00	139.65	522.13
	41606274	30-NOV-10	Actual-1210A-WA		121.28	9.70	47.76	178.74
					249.44	0.00	91.08	340.52
			Sub Total		3178.16	22.50	1217.76	4418.42
<hr/>								
DEC-2010	10515603	15-DEC-10	GUEST SATISFACT					
	10515601	15-DEC-10	GUEST SRVCS TRA		62.70	0.00	22.86	85.56
	21155500	22-DEC-10	WYNREWARDS 5%		160.00	0.00	58.40	218.40
	41644229	31-DEC-10	Actual-1000A-RO		93.31	0.00	32.66	125.97
	41642272	31-DEC-10	Actual-1210A-WA		467.54	0.00	163.42	630.96
	41625402	31-DEC-10	5715A-HughesNet		140.26	0.00	48.93	189.19
	41622775	31-DEC-10	5096A-SOFTHOTEL		160.00	12.80	60.40	233.20
	41643857	31-DEC-10	Actual-1800A-RE		121.28	9.70	45.74	176.72
					215.07	0.00	75.15	290.22
			Sub Total		1936.01	22.50	714.96	2673.47

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	21158387	22-JAN-11	WYNREWARDS 5%					
	41671828	31-JAN-11	Actual-1800A-RE		117.04	0.00	40.60	157.64
	41674005	31-JAN-11	Actual-1210A-MA		222.35	0.00	76.24	298.59
	41659470	31-JAN-11	5096A-SOFTHOTEL		145.01	0.00	49.73	194.74
	41672571	31-JAN-11	Actual-1000A-RO		121.28	9.70	44.82	175.80
	41658460	31-JAN-11	5715A-HughesNet		483.37	0.00	165.52	648.89
					160.00	12.80	59.19	231.99
			Sub Total		1420.16	22.50	507.56	1950.22
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FEB-2011	10523143	09-FEB-11	GUEST SATISFACT					
	10523141	09-FEB-11	GUEST SRVCS TRA		35.00	0.00	11.84	46.84
	30541674	14-FEB-11	SUMMIT 2011 FEE		160.00	0.00	54.08	214.08
	21161416	22-FEB-11	WYNREWARDS 5%		599.00	0.00	200.96	799.96
	41693486	28-FEB-11	5096A-SOFTHOTEL		62.40	0.00	20.75	83.15
	41693528	28-FEB-11	5715A-HughesNet		127.34	10.19	45.13	182.66
	41711430	28-FEB-11	Actual-1800A-RE		160.00	12.80	56.77	229.57
	41710920	28-FEB-11	Actual-1210A-MA		230.45	0.00	75.70	306.15
	41712905	28-FEB-11	Actual-1000A-RO		150.30	0.00	49.34	199.64
					500.99	0.00	164.59	665.58
			Sub Total		1249.05	22.50	436.10	1707.65
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MAR-2011	10528774	17-MAR-11	GUEST SRVCS TRA					
	10528838	17-MAR-11	GUEST SATISFACT		160.00	0.00	51.20	211.20
	21164662	22-MAR-11	WYNREWARDS 5%		25.00	0.00	8.06	33.06
	41734698	31-MAR-11	Actual-1210A-MA		72.40	0.00	22.99	95.39
	41724826	31-MAR-11	5096A-SOFTHOTEL		237.95	0.00	74.58	312.53
	41736362	31-MAR-11	Actual-1800A-RE		127.34	10.19	43.00	180.53
	41735781	31-MAR-11	Actual-1000A-RO		364.86	0.00	114.34	479.20
	41726583	31-MAR-11	5715A-HughesNet		793.18	0.00	248.48	1041.66
					160.00	12.80	54.10	226.90
			Sub Total		2025.48	22.99	679.16	2727.63

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Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65,CALERA,AL,35040-5078,US
 As of Date: 22-JAN-2013

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2011	21168672	22-APR-11	WYNREWARDS CRDT					
	21168096	22-APR-11	WYNREWARDS 5%		(79.76)	0.00	0.00	(79.76)
	41772706	30-APR-11	Actual-1800A-RE		157.24	0.00	47.53	204.77
	41755957	30-APR-11	5096A-SOFTHOTEL		540.88	0.00	161.04	701.92
	41756456	30-APR-11	5715A-HughesNet		127.34	10.19	40.94	178.47
	41775292	30-APR-11	Actual-1000A-RO		160.00	12.80	51.50	224.30
	41773473	30-APR-11	Actual-1210A-MA		1175.82	0.00	350.29	1526.11
					352.75	0.00	105.08	457.83
			Sub Total		1940.73	22.99	616.75	2580.47
<hr/>								
MAY-2011	30575052	05-MAY-11	2010 CONF CREDI					
	21170142	22-MAY-11	WYNREWARDS 5%		(21.00)	0.00	0.00	(21.00)
	21170722	22-MAY-11	WYNREWARDS CRDT		105.42	0.00	30.21	135.63
	41782888	31-MAY-11	5096A-SOFTHOTEL		(48.20)	0.00	0.00	(48.20)
	41784405	31-MAY-11	5715A-HughesNet		127.34	10.19	38.81	176.34
	41807084	31-MAY-11	Actual-1000A-RO		160.00	12.80	48.83	221.63
	41805265	31-MAY-11	Actual-1800A-RE		1861.08	0.00	525.82	2386.90
	41804019	31-MAY-11	Actual-1210A-MA		856.09	0.00	241.84	1097.93
					558.32	0.00	157.66	715.98
			Sub Total		2434.27	22.99	756.38	3213.64
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JUN-2011	21173432	22-JUN-11	WYNREWARDS 5%					
	TA0218569	27-JUN-11	T/A COMMISSIONS		115.43	0.00	31.34	146.77
	1218569	27-JUN-11	GDS & INTERNET		70.06	0.00	18.89	88.95
	TV0218569	27-JUN-11	GOVERNMENT FEES		81.30	0.00	21.87	103.17
	TM0218569	27-JUN-11	MEMBER BENEFIT		12.78	0.00	3.45	16.23
	41836651	30-JUN-11	Actual-1210A-MA		27.85	0.00	7.48	35.33
	41813606	30-JUN-11	5096A-SOFTHOTEL		250.41	0.00	67.34	317.75
	41836289	30-JUN-11	Actual-1000A-RO		127.34	10.19	36.75	174.28
	41838147	30-JUN-11	Actual-1800A-RE		834.69	0.00	224.47	1059.16
					383.96	0.00	103.25	487.21
			Sub Total		3599.05	22.99	1043.17	4665.21

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41815359	30-JUN-11	5715A-HughesNet		160.00	12.80	46.23	219.03
			Sub Total		2063.82	22.99	561.07	2647.88
JUL-2011	TA0225324	10-JUL-11	T/A COMMISSIONS		5.85	0.00	1.52	7.37
	TM0225324	10-JUL-11	MEMBER BENEFIT		28.00	0.00	7.23	35.23
	1225324	10-JUL-11	GDS & INTERNET		5.95	0.00	1.53	7.48
	10551924	14-JUL-11	GUEST SRVCS TRA		160.00	0.00	41.68	201.68
	10551978	14-JUL-11	GUEST SATISFACT		65.00	0.00	16.99	81.99
	21176135	22-JUL-11	WYNREWARDS 5%		189.82	0.00	48.68	238.50
	21177741	22-JUL-11	WYNREWARDS CRDT		(39.98)	0.00	0.00	(39.98)
	41849145	31-JUL-11	5715A-HughesNet		160.00	12.80	43.55	216.35
	41865960	31-JUL-11	Actual-1800A-RE		413.59	0.00	104.27	517.86
	41866482	31-JUL-11	Actual-1210A-MA		269.73	0.00	68.04	337.77
	41865921	31-JUL-11	Actual-1000A-RO		899.11	0.00	226.79	1125.90
	41849107	31-JUL-11	5096A-SOFTHOTEL		127.34	10.19	34.62	172.15
			Sub Total		2284.41	22.99	594.90	2902.30
AUG-2011	21181009	22-AUG-11	WYNREWARDS 5%		212.27	0.00	51.14	263.41
	TA0231666	27-AUG-11	T/A COMMISSIONS		81.66	0.00	19.49	101.15
	TR0231666	27-AUG-11	TWC / CONSORTIA		4.32	0.00	1.03	5.35
	TR0231666	27-AUG-11	MEMBER BENEFIT		37.10	0.00	8.91	46.01
	1231666	27-AUG-11	GDS & INTERNET		22.80	0.00	5.40	28.20
	41899214	31-AUG-11	Actual-1210A-MA		205.23	0.00	48.54	253.77
	41882822	31-AUG-11	5715A-HughesNet		160.00	12.80	40.88	213.68
	41900578	31-AUG-11	Actual-1800A-RE		314.69	0.00	74.44	389.13
	41898166	31-AUG-11	Actual-1000A-RO		684.11	0.00	161.75	845.86
	41881181	31-AUG-11	5096A-SOFTHOTEL		127.34	10.19	32.49	170.02
			Sub Total		1849.52	22.99	444.07	2316.58
SEP-2011	30622435	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	11.50	61.50

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2011	21183885	22-SEP-11	WYNREWARDS 5%		106.69	0.00	24.03	130.72
	1238895	29-SEP-11	GDS & INTERNET		4.95	0.00	1.10	6.05
	41927326	30-SEP-11	Actual-1800A-RE		231.91	0.00	55.77	307.68
	41926122	30-SEP-11	Actual-1210A-MA		164.29	0.00	36.39	200.68
	41914792	30-SEP-11	5715A-HughesNet		160.00	12.80	38.28	211.08
	41924889	30-SEP-11	Actual-1000A-RO		547.62	0.00	121.29	668.91
	41913504	30-SEP-11	5096A-SOFTHOTEL		127.34	10.19	30.43	167.96
				Sub Total	1412.80	22.99	318.79	1754.58
	10573904	13-OCT-11	GUEST SATISFACT		45.00	0.00	9.72	54.72
	10573905	13-OCT-11	GUEST SRVCS TRA		160.00	0.00	34.40	194.40
NOV-2011	21185062	22-OCT-11	WYNREWARDS 5%		63.81	0.00	13.46	77.27
	TA0245550	27-OCT-11	T/A COMMISSIONS		9.50	0.00	1.99	11.49
	41937039	31-OCT-11	5715A-HughesNet		160.00	12.80	35.61	208.41
	41938336	31-OCT-11	5096A-SOFTHOTEL		127.34	10.19	28.30	165.83
	41964372	31-OCT-11	Actual-1800A-RE		278.55	0.00	57.56	336.11
	41962085	31-OCT-11	Actual-1000A-RO		605.55	0.00	125.10	730.65
	41963350	31-OCT-11	Actual-1210A-MA		181.66	0.00	37.54	219.20
				Sub Total	1631.41	22.99	343.68	1998.08
	21188925	22-NOV-11	WYNREWARDS 5%		48.48	0.00	9.45	57.93
	41988022	30-NOV-11	Actual-1000A-RO		856.80	0.00	163.70	1020.50
DEC-2011	41989389	30-NOV-11	Actual-1210A-MA		257.04	0.00	49.10	306.14
	41987793	30-NOV-11	Actual-1800A-RE		394.13	0.00	75.30	469.43
	41972452	30-NOV-11	5096A-SOFTHOTEL		127.34	10.19	26.24	163.77
	41970396	30-NOV-11	5715A-HughesNet		160.00	12.80	33.01	205.81
				Sub Total	1843.79	22.99	356.80	2223.58
	21190799	22-DEC-11	WYNREWARDS 5%		27.06	0.00	4.89	31.95
	42009518	31-DEC-11	5096A-SOFTHOTEL		127.34	10.19	24.11	161.64
				Sub Total	157.40	0.00	0.00	157.40
				Sub Total	157.40	0.00	0.00	157.40
				Sub Total	157.40	0.00	0.00	157.40

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2012	42026893	31-DEC-11	Actual-1210A-WA		252.33	0.00	44.26	296.59
	42026885	31-DEC-11	Actual-1000A-RO		841.10	0.00	147.65	988.75
	42025943	31-DEC-11	Actual-1800A-RE		386.91	0.00	67.91	454.82
	42010231	31-DEC-11	5715A-HughesNet		160.00	12.80	30.33	203.13
			Sub Total		1794.74	22.99	319.15	2136.88
JAN-2012	21194952	22-JAN-12	WYNREWARDS 5%			0.00	4.00	28.25
	42054393	31-JAN-12	Actual-1210A-WA		241.49	0.00	38.60	280.09
	42053109	31-JAN-12	Actual-1000A-RO		804.96	0.00	128.75	933.71
	42055663	31-JAN-12	Actual-1800A-RE		370.28	0.00	59.21	429.49
	42040822	31-JAN-12	5096A-SOFTHOTEL		127.39	10.19	21.98	159.56
FEB-2012	42040016	31-JAN-12	5715A-HughesNet		160.00	12.80	27.65	200.45
			Sub Total		1728.37	22.99	280.19	2031.55
	21197657	22-FEB-12	WYNREWARDS 5%			0.00	3.76	28.96
	42069763	29-FEB-12	5096A-SOFTHOTEL		133.71	10.70	21.04	165.45
	42068803	29-FEB-12	5715A-HughesNet		160.00	12.80	25.14	197.94
MAR-2012	42086150	29-FEB-12	Actual-1000A-RO		985.45	0.00	143.35	1128.80
	42085877	29-FEB-12	Actual-1210A-WA		295.63	0.00	42.99	338.62
	42085622	29-FEB-12	Actual-1800A-RE		453.30	0.00	65.98	519.28
			Sub Total		2053.29	23.50	302.26	2379.05
	21200308	22-MAR-12	WYNREWARDS 5%			0.00	2.25	18.86
MAR-2012	42100612	31-MAR-12	5096A-SOFTHOTEL		133.71	10.70	18.79	163.20
	42100983	31-MAR-12	5715A-HughesNet		160.00	12.80	22.47	195.27
	42120226	31-MAR-12	Actual-1800A-RE		373.94	0.00	48.63	422.57
	42118917	31-MAR-12	Actual-1210A-WA		243.87	0.00	31.71	275.58
	42118647	31-MAR-12	Actual-1000A-RO		812.91	0.00	105.67	918.58

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APR-2012	21203749	22-APR-12	WYNREWARDS 5%	Sub Total	1741.04	23.50	229.52	1994.06
	42127467	30-APR-12	5096A-SOFTHOTEL		51.45	0.00	6.13	57.58
	42145762	30-APR-12	Accrual-1800A-R	*	133.71	10.70	16.63	161.04
	42146384	30-APR-12	Accrual-1000A-R	*	309.14	0.00	35.55	344.69
	42144024	30-APR-12	Accrual-1210A-M	*	672.05	0.00	77.30	749.35
	42127278	30-APR-12	5715A-HughesNet		201.62	0.00	23.19	224.81
					160.00	12.80	19.87	192.67
			Sub Total		1527.97	23.50	178.67	1730.14
MAY-2012	10607347	10-MAY-12	GUEST SATISFACT		38.00	0.00	4.18	42.18
	10607348	10-MAY-12	GUEST SRVCS TRA		160.00	0.00	17.60	177.60
	21205778	22-MAY-12	WYNREWARDS 5%		73.76	0.00	7.67	81.43
	42158289	31-MAY-12	5715A-HughesNet		160.00	12.80	17.20	190.00
	42181718	31-MAY-12	Actual-1000A-RO		868.30	0.00	86.19	954.49
	42182913	31-MAY-12	Actual-1210A-WA		260.49	0.00	25.86	286.35
	42157767	31-MAY-12	5096A-SOFTHOTEL		133.71	10.70	14.38	158.79
	42183045	31-MAY-12	Actual-1800A-RE		399.42	0.00	39.64	439.06
			Sub Total		2093.68	23.50	212.72	2329.90
JUN-2012	21210598	22-JUN-12	WYNREWARDS 5%		60.32	0.00	5.31	65.63
	42208957	30-JUN-12	Actual-1000A-RO		1092.20	0.00	92.29	1184.49
	42209635	30-JUN-12	Actual-1800A-RE		502.41	0.00	42.47	544.88
	42210208	30-JUN-12	Actual-1210A-WA		327.66	0.00	27.68	355.34
	42192776	30-JUN-12	5096A-SOFTHOTEL		133.71	10.70	12.22	156.63
	42191963	30-JUN-12	5715A-HughesNet		160.00	12.80	14.60	187.40

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<hr/>								
JUL-2012	21213533	22-JUL-12	WYNREWARDS 5%					
	42225608	30-JUL-12	5715A-HughesNet		46.81	0.00	3.45	50.26
	42226837	30-JUL-12	5096A-SOFTHOTEL		160.00	12.80	12.01	184.81
	42242210	31-JUL-12	Actual-1800A-RE		133.71	10.70	10.05	154.46
	42243959	31-JUL-12	Actual-1210A-MA		495.23	0.00	34.19	529.42
	42242905	31-JUL-12	Actual-1000A-RO		322.98	0.00	22.29	345.27
					1076.59	0.00	74.32	1150.91
			Sub Total		2276.30	23.50	194.57	2494.37
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AUG-2012	30708774	14-AUG-12	2013 ALLIANCE D					
	21216335	22-AUG-12	WYNREWARDS 5%		2235.32	23.50	156.31	2415.13
	42253533	31-AUG-12	5096A-SOFTHOTEL		65.46	0.00	0.00	396.00
	42253545	31-AUG-12	5715A-HughesNet		133.71	10.70	3.79	69.25
	42274682	31-AUG-12	Actual-1210A-MA		160.00	12.80	7.73	152.14
	42275767	31-AUG-12	Actual-1800A-RE		357.38	0.00	9.25	182.05
	42273923	31-AUG-12	Actual-1000A-RO		547.99	0.00	19.12	376.50
					1191.27	0.00	29.31	577.30
			Sub Total		2235.32	23.50	63.72	1254.99
					2851.81	23.50	132.92	3008.23
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SEP-2012	21217450	22-SEP-12	WYNREWARDS 5%					
	42302710	30-SEP-12	Actual-1210A-MA		66.24	0.00	2.81	69.05
	42304011	30-SEP-12	Actual-1800A-RE		291.31	0.00	11.22	302.53
	42289882	30-SEP-12	5096A-SOFTHOTEL		446.68	0.00	17.19	463.87
	42287664	30-SEP-12	5715A-HughesNet		133.71	10.70	5.57	149.98
	42301203	30-SEP-12	Actual-1000A-RO		160.00	12.80	6.65	179.45
					971.03	0.00	37.39	1008.42
			Sub Total		2068.97	23.50	80.83	2173.30

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<hr/>								
OCT-2012	30726671	02-OCT-12	ONLINE LRNG LIB		50.00	0.00	1.88	51.88
	21221858	22-OCT-12	WYNREWARDS 5%		33.81	0.00	0.93	34.74
	42336116	31-OCT-12	Accrual-1800A-R *		465.80	0.00	10.71	476.51
	42335055	31-OCT-12	Accrual-1210A-M *		303.78	0.00	6.99	310.77
	42334836	31-OCT-12	Accrual-1000A-R *		1012.60	0.00	23.29	1035.89
	42316899	31-OCT-12	5096A-SOFTHOTEL		133.71	10.70	3.32	147.73
	42316832	31-OCT-12	5715A-HughesNet		160.00	12.80	3.98	176.78
					=====	=====	=====	=====
				Sub Total	2159.70	23.50	51.10	2234.30
					=====	=====	=====	=====
NOV-2012	21223841	22-NOV-12	WYNREWARDS 5%		120.35	0.00	1.44	121.79
	42349402	30-NOV-12	5715A-HughesNet		160.00	12.80	1.38	174.18
	42366086	30-NOV-12	Accrual-1800A-R *		450.64	0.00	3.61	454.25
	42364315	30-NOV-12	Accrual-1210A-M *		293.90	0.00	2.35	296.25
	42367697	30-NOV-12	Accrual-1000A-R *		979.65	0.00	7.84	987.49
	42350150	30-NOV-12	5096A-SOFTHOTEL		133.71	10.70	1.16	145.57
					=====	=====	=====	=====
				Sub Total	2138.25	23.50	17.78	2179.53
					=====	=====	=====	=====
DEC-2012	10651626	12-DEC-12	GUEST SRVCS TRA		160.00	0.00	0.32	160.32
	10651628	12-DEC-12	GUEST SATISFACT		80.00	0.00	0.16	80.16
	21226918	22-DEC-12	WYNREWARDS 5%		58.61	0.00	0.00	58.61
	42380376	31-DEC-12	5715A-HughesNet		160.00	12.80	0.00	172.80
	42380181	31-DEC-12	5096A-SOFTHOTEL		133.71	10.70	0.00	144.41
	42397634	31-DEC-12	Accrual-1210A-M *		244.31	0.00	0.00	244.31
	42399434	31-DEC-12	Accrual-1800A-R *		374.60	0.00	0.00	374.60
	42398887	31-DEC-12	Accrual-1000A-R *		814.35	0.00	0.00	814.35
					=====	=====	=====	=====
				Sub Total	2025.58	23.50	0.48	2049.56
					=====	=====	=====	=====

Report Date : 22-JAN-13

ITEMIZED STATEMENT

Customer No : 04944-82657-04-DAY
 Address : 11691 HWY 25 I-65, CALERA, AL, 35040-5078, US
 As of Date: 22-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Grand Total		84561.22	911.77	25281.40	110754.39

Requested By: Dayna Shapello

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****